AGENDA

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
November 8, 2023
9:00 AM

The Board will convene at the Harvey Government Center
1200 Truman Ave, Key West, FL 33040
The meeting is open to the public.
Members of the public can also attend will be via Communications Media Technology at:
Zoom webinar: https://mcbocc.zoom.us/j/89204098700
To report problems with the broadcast or Zoom webinar, please call (305) 872-8831.

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

A person may submit written comments or other physical evidence on a particular agenda item for consideration at the BOCC meeting via email to Lindsey Ballard @ ballard-lindsey@monroecounty-fl.gov County Administrator's Office, no later than 3:00 P.M. on the Monday prior to the meeting. The email must include the submitter's name, address, phone number and email address and the agenda item number the documents/comments are regarding. Any intellectual property submitted must include the appropriate authorization for use. For additional assistance, please call (305) 292-4441 or email your inquiry to: ballard-lindsey@monroecounty-fl.gov.

CALL TO ORDER

SALUTE TO FLAG

A. PRESENTATION TO MAYOR CATES

B. COMMISSIONER'S COMMENTS

CALL TO ORDER 2023-2024 BOARD OF COUNTY COMMISSIONERS

C. COMMISSION ORGANIZATION

C1. Approval of a Resolution electing the Mayor and Mayor Pro Tem for the Board of County Commissioners.

C2. Approval of a Resolution authorizing the Mayor and the Clerk of the Board to sign all warrants, legal documents and any other necessary paper and documents; and stating that the presently authorized signatures validating County checks are hereby continued for sixty (60) days from this date in order to meet all payroll and necessary obligations.

D. ADDITIONS, CORRECTIONS AND DELETIONS

D1. Approval of agenda

E. PRESENTATION OF AWARDS

E1. Presentation of 25 years of service to Anne Rice, Assistant Director - Support Services, Libraries.

E2. Mayor's Proclamation declaring November 2023 as Monroe County Smoking Cessation and Lung Cancer Awareness Month and recognizing the efforts of the Florida Keys Area Health Education Centers (AHEC).

E3. Presentation of Honorary Conch Certificate to Tom Callahan.

E4. Presentation of an Honorary Conch Certificate to Rear Admiral Douglas M. Schofield. Commander U.S. Coast Guard Seventh District.

F. BULK APPROVALS - COMMISSIONER SCHOLL

F1. Approval by the Board, acting as Plan Administrator of the Length of Service Award Plan (LOSAP), to begin 10-year disbursement of funds to Toni Cassel.

F2. Approval of a three year rate for administration of Employer Group Waiver Program (EGWP) by Benistar Admin Services Inc., the vendor used by the Countys pharmaceutical benefits manager (PBM), Capital Rx, Inc., to provide coordinated pharmacy services and benefits for retirees and dependents, for plan years 2024, 2025, and 2026. Also, approval for County Administrator or Director of Employee Services to execute any necessary documents.

F3. Approval of two (2) specific Right of Way (ROW) Easements to the Florida Keys Electric Cooperative (FKEC). The easements are required for the purpose of installing electric service for the new Emergency Operations Center (EOC) being constructed on the Marathon Airport property.

F4. Approval of First Amended and Restated Residential Lease with a County employee for Location 701 Sands Road, Big Pine Key, F, to add a paragraph listing appliances contained in the unit and clarifying that the County will own and maintain the appliances.

F5. Approval of First Amended and Restated Residential Lease with a County employee for Location 382 Caribbean Drive Unit 1, to add a paragraph listing appliances contained in the unit and clarifying that the County will own and maintain the appliances.

F6. Approval to issue a $47,000.00 task order (Task Order # 1) to Anser Advisory Consulting, LLC d/b/a/ Anser Advisory for professional consulting services for annual maintenance and certification of the County's non-ad valorem special assessment program for wastewater during a five year period beginning 10/1/2023 and ending 9/30/2028.

F7. Approval of four license agreements with Florida Department of Transportation (FDOT) to permit FDOT's contractor to perform work on portions of four county roadways on Cudjoe Key in conjunction with FDOT's scheduled US 1 roadway improvement project #FM443898-1-52-1 from MM 20.6 to MM 23.1. Previously approved agreements have expired and additional time is needed to complete the work.

F8. Approval to enter into an Agreement with Daikin Applied Americas Inc. ("Daikin Applied") to replace four (4) Air Handlers at the Stock Island Detention Center and two (2) Chillers at the Department of Juvenile Justice Building on Stock Island in the total amount of $908,241.44 utilizing an original contract through OMNIA Partners cooperative purchasing program with Cooperative Purchasing Contract Number R200401 between the Board of

Directors of Region 4 Education Service Center (ESC) in Texas and Daikin Applied Americas Inc. effective October 1, 2020, with a renewed termination date of September 30, 2025. Facilities Maintenance Dept. will be utilizing this contract for the purchase with funding from America Rescue Plan Act sources.

F9. Approval of a Task Order with William Horn, Architect in the amount of $222,400.00 for Professional Architectural and Engineering Services for the renovation of Bernstein Park on Stock Island. This task order is funded by American Rescue Plan funds (ARPA).

F10. Approval of 911 Grant Application for GEOCOMM to perform Professional GIS Services for Monroe County-GIS, MSAG, ALI Data Sinc.

F11. Approval of a Third Amendment to Agreement with Tower Pest Control, Inc. for Pest Control-Lower Keys, Monroe County, Florida, to update the Scope of Work by adding another facility location for pest control services and adjusting the annual cost. Funding is Ad Valorem, Parks and Beaches Fund 147, and TDC.

F12. Ratification of the purchase agreement with WATSON FURNITURE GROUP, INC. in the amount of $198,651.80 executed by the County Administrator. This agreement is for the purchase of the 911 Consoles for the EOC. The project is funded by three grants from FDOT, FDEM (direct appropriation), and FDEM(HMGP).

F13. Approval of a Fourth Amendment in the amount of $53,129.00 to the contract with Bender & Associates to provide A&E services for the HMGP Wind Retrofit project. This amendment adds additional services for the permit requirements. Funding provided by FDEM-HMGP grant (75%) and Local Match (25%). County portion will be paid by one cent infrastructure sales surtax.

F14. Approval of a Third Amendment to Agreement with Gary's Plumbing and Fire, Inc. for Full Maintenance Fire Protection Services at County facilities to increase the contract amount by the CPI-U of 6.5%, renew the Agreement for the second of four (4) optional one-year renewals, add and delete locations, and to add and/or update provisions to allow for the option of requesting, from the Contractor only, a proposal/quote for replacement equipment and associated installation in accordance with the current Monroe County Purchasing Policy.

F15. Report of monthly change orders for the month of October 2023, reviewed by the County Administrator/Assistant County Administrator.

F16. Approval of a Proposed Project with Siemens Industry, Inc., as a Sole Source provider for testing, certification, and maintenance of Fire Alarm, Smoke Control, and Building Automation Systems in Monroe County facilities, to perform under its current contract to provide Fire Alarm Control Unit Upgrades on certain equipment at the Monroe County Detention Center in Key West. American Rescue Plan Act Funding (ARPA) will be utilized for these upgrades in the anticipated amount of $319,627.33.

F17. Approval of a 20 year Lease Agreement with Key West Art and Historical Society, Inc. (KWAHS) for the East Martello and the required implementing Resolution. The lease updates all terms and conditions and includes renewal provisions under terms and conditions subject to the approval of the Board of County Commissioners.

F18. Approval of various resolutions for the transfer of funds and resolutions for the receipt of unanticipated revenue.

F19. Approval of Amendment #6 to Agreement for Disposal of Remains between Dean-Lopez Funeral Home and Monroe County BOCC/Monroe County Social Services to extend the term of the agreement by two years to a contract period of 10/16/2023-10/15/2025.

F20. Approval of Amendment #6 to Agreement for Disposal of Remains between Allen Funeral Directors, LLC., d/b/a Allen-Beyer Funeral Home and Monroe County BOCC/Monroe County Social Services to extend the term of the agreement by one year to a contract period of 10/16/2023-10/15/2024.

F21. Approval of Amendment #7 to Agreement for Disposal of Remains between Florida Keys Funeral Services, LLC., d/b/a Key West Mortuary and Monroe County BOCC /Monroe County Social Services to extend the term of the agreement by two years to a contract period of 10/16/2023 - 10/15/2025.

G. TOURIST DEVELOPMENT COUNCIL

G1. Approval of an Agreement with Friends of the Pool, Inc for Swim for Alligator Lighthouse (Turnkey Event) in an amount not to exceed $40,000.

H. STAFF REPORTS

H1. Director of Code Compliance Cynthia McPherson - Department Update.

I. COUNTY LAND ACQUISITION AND LAND MANAGEMENT

I1. Approval of a contract to purchase a less than fee interest in Lots 39 and 40, Doctors Arm Subdivision Third Addition Section A on Big Pine Key near mile marker 31 from Charles Gimbel and Sharon Gimbel for density reduction purposes for the price of $99,999.

I2. Approval to submit Residential Elevation Applications under the Flood Mitigation Assistance (FMA) program issued by U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) for fiscal year 2023 (Funding Opportunity Number: DHS-23-MT-029-000-98) with an estimated projects' budget amount of $7,000,000, with property owners paying all match required.

I3. Approval to submit Residential Mitigation Reconstruction Applications under the Flood Mitigation Assistance (FMA) program issued by U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) for fiscal year 2023 (Funding Opportunity Number: DHS-23-MT-029-000-98) with an estimated projects budget amount of $10,000,000, with private property owners providing all match required.

ADJOURNMENT

J. LAND AUTHORITY GOVERNING BOARD

J1. Roll Call

J2. BULK APPROVALS - COMMISSIONER LINCOLN: I will read the agenda number of those Monroe County Land Authority items proposed to be passed in bulk. If a commissioner, staff member, or any member of the public wishes that item to be withheld, please indicate at the time the Land Authority item is called and it will be held aside. I move the following items be approved in bulk.

J3. Approval of the minutes for the October 18, 2023 meeting.

J4. Review of MCLA expenses for the time period of 10/1/23 through 10/31/23.

J5. A Public Hearing to consider Approval of a Resolution amending the Fiscal Year 2024 budget.

ADJOURNMENT

K. FIRE & AMBULANCE DISTRICT 1 BOARD OF GOVERNORS

No items submitted.

ADJOURNMENT

L. AIRPORTS

L1. Approval of a sponsorship donation in the amount of $2,000.00 from the Key West International Airport to Keys Area Health Education Centers (AHEC) for the purpose of smoking cessation efforts and in accordance with Resolution 123-2021.

L2. Approval of the FY2024 Airline Rates and Charges for the Key West International Airport effective October 1, 2023. The rates are adjusted as follows: Terminal Rental Rate $75.90 per square foot ($5.11 increase over FY23 mid-year rate), Landing Fee Rate $3.97 ($0.28 increase over FY23 mid-year landing fee rate) and Checkpoint Security Charge $2.02 per enplaned passenger ($0.24 increase over FY23). The average Airline Cost per Enplaned Passenger (CPEP) will be $10.66 ($0.69 increase over FY23 mid-year CPEP).

L3. Approval of the disposal of the AN-24RV aircraft, serial #27308105, located at Key West International Airport, and delegation of authority to the Executive Director of Airports to negotiate and execute all required salvage agreement documents as approved by the County Attorneys office.

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

M1. Approval of a Resolution extending the reservation of two (2) Moderate-Income Affordable Housing ROGO Allocations, previously approved by Resolution No. 263-2021, pursuant to Monroe County Land Development Code Section 138-24(b)(1), for the construction of two affordable housing dwelling units at 110 Poinsettia Dr., Lots 16 & 17, Block 6, Holiday Homesites, Key Largo, currently having Property Identification Numbers 00530750-000000 and 00530750-000100, until August 18, 2024.

M2. Discussion and direction on the 2023 U.S. 1 Arterial Travel Time and Delay Study and the preparation of the Biennial Assessment of Public Facilities Capacity Report.TIME APPROXIMATE OF 11:00 A.M.

M3. Permission to advertise an Ordinance Amending Monroe County Code Chapter 6, Article II, Division 3, Subdivision II, Section 6-102, Permit Application Time Limitations, to be consistent with Florida Building Code.

N. CLOSED SESSIONS

N1. An Attorney-Client Closed Session in the matter of Monroe County, Florida v. DGW Corporation, 16th Judicial Circuit Case No. 23-CA-249-M.

N2. An Attorney-Client Closed Session in the matter of Pirates Cove Property Owners and Boating Association, Inc., et al. v. Monroe County, Archer Berry, and Daniel Berry Jr., Case No. 23-CA-365-P

O. COMMISSIONER'S ITEMS

O1. MAYOR CATES: Presentation of Stock Island Community Health Survey Report Data.

O2. MAYOR CATES: Approval to reappoint Gayle Tippett to the Tourist Development Council.

P. COUNTY CLERK

P1. Approval of the minutes from the June 21, 2023, regular meeting.

P2. Approval of BOCC Warrants (Including Payroll) for the month of October 2023.

P3. Approval of Tourist Development Council expenses for the month of October 2023.

P4. Approval to remove surplus equipment from inventory via disposal or advertise for bid.

P5. Approval of a records disposition for records that have met the required retention period.

Q. COUNTY ADMINISTRATOR

Q1. County Administrator's Monthly Report for November 2023.

Q2. Discussion about changing the BOCC Meeting dates for January, February and September of 2024 due to recent changes in the dates for Florida Keys Day and the FAC Policy Conference.

Q3. Approval of annual agreement with Anfield Consulting, Inc. (Frank Bernardino) for continuing lobbying services on behalf of Monroe County in the legislative and executive branches of State government effective December 1, 2023.

Q4. Approval of agreement with Brightwater Strategies Group (Noah Valenstein) to provide lobbying services on behalf of Monroe County to advance the Countys pursuit of recurring funding for the implementation of the Florida Keys Stewardship Act, resiliency funding and other issues as requested, effective December 1, 2023.

Q5. Discussion and direction regarding a request by the United States Navy for abandonment of a portion of SR 4-A (Boca Chica Road) located on Boca Chica, Monroe County, Florida.TIME APPROXIMATE OF 10:00 AM.

Q6. Approval to seek state funding for two emergency response vessels and to add this to Monroe Countys 2024 legislative agenda.

Q7. SUSTAINABILITY: Approval of a resolution to accept the Southeast Florida Regional Climate Change Compact Counties 2024 State and Federal Energy and Climate Legislative Programs.

Q8. SUSTAINABILITY: Approval to enter into Task Order #3 for $12,500 to develop an assessment for the Countys special assessment program to fund the operations and maintenance costs of the Twin Lakes road adaptation project, under the on-call contract with Anser Advisory for professional consulting services to develop non-ad valorem special assessments; retroactive to October 1, 2023.

Q9. SUSTAINABILITY: Approval to enter into Task Order #2 for $6500 annually ($26,000 through the year 2028) to provide maintenance services for the Countys special assessment program for Canals 266, 105, and 82-83-84, under the on-call contract with Anser Advisory for professional consulting services to develop non-ad valorem special assessments; retroactive to October 1, 2023.

Q10. SUSTAINABILITY: Approval to enter into Amendment 1 to planning grant 22PLN65-A1 from the Florida Department of Environmental Protection (FDEP) under the Resilient Florida

Grant Program to complete a Vulnerability Assessment for the City of Marathon to modify the name of the grant recipient from City of Marathon to Monroe County following assignment of the grant, and also to amend various attachments to the grant agreement requested by FDEP; also, authorization for the County Administrator to execute any necessary documents.

Q11. SUSTAINABILITY: Approval to enter into Amendment No. 7 for $16,360.72, under the contract with HDR, Inc. for the Roads Vulnerability Analysis and Capital Plan for County-maintained roads, to evaluation and presentation of additional roadway resiliency design recommendations for Stillwright Point; retroactive to October 1, 2023.

R. COUNTY ATTORNEY

R1. CAY Report for November 2023.

R2. Authorization to initiate litigation against MSC INTERNATIONAL REALTY LLC and their property, 62910 Overseas Highway, Conch Key, Florida, to seek compliance with the County Code and enforce the lien(s) arising from code compliance case number CE18020116.

R3. Authorization to initiate litigation against MARGARITA ELIAS and her property, 35 Dolphin Road, Key Largo, Florida, to enforce the lien(s) arising from code compliance case number CE16060082.

R4. Charter County discussion update.

S. PUBLIC HEARINGS

S1. A Public Hearing to consider an Ordinance amending Monroe County Parks and Beaches Summer Camp Ordinance No. 007-2023, changing all summer camp references to School Break Camp Program. Also, expanding days of camp offerings to include all designated Monroe County School District breaks and allowing daily fees to be charged as well as weekly fees.

S2. A Public Hearing to consider renaming Pimilico Lane in the Cross Key Waterway Estates Section 3 Subdivision in Key Largo to Pimlico Lane.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: C1
2023-1747

BULK ITEM: No

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lindsey Ballard

AGENDA ITEM WORDING: Approval of a Resolution electing the Mayor and Mayor *Pro Tem* for the Board of County Commissioners.

ITEM BACKGROUND:
It is time to select a Mayor and Mayor *Pro Tem.* The process is set forth in section 1.04 of the B.O.C.C.'s Administrative Procedures.

Year	Mayor	Mayor *Pro Tem*
2022-2023	Cates	Merrill-Raschein
2021-2022	Rice	Cates
2020-2021	Lincoln	Rice
2019-2020	Carruthers	Lincoln
2018-2019	Murphy	Kolhage
2017-2018	Rice	Murphy
2016-2017	Neugent	Rice
2015-2016	Carruthers	Neugent
2014-2015	Kolhage	Carruthers
2013-2014	Murphy	Kolhage
2012-2013	Neugent	Carruthers
2011-2012	Rice	Wigington
2010-2011	Carruthers	Rice

2009-2010	Murphy	Carruthers
2008-2009	Neugent	Murphy

PREVIOUS RELEVANT BOCC ACTION:
Annual action by the Board of County Commissioners.

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION:

DOCUMENTATION:

Mayor and Pro Tem 23 24 Resolution .docx

FINANCIAL IMPACT:
n/a

RESOLUTION NO. _____- 2023

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA ELECTING A MAYOR/CHAIRPERSON AND MAYOR *PRO TEM*.

WHEREAS, it has become necessary for the members of the Board of County Commissioners of Monroe County, Florida, to elect a Mayor/Chairperson and Mayor *Pro Tem* for said Board; now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. That Commissioner _____ is hereby designated Mayor/Chairman of the Board of County Commissioners of Monroe County, Florida.

Section 2. That Commissioner _____ is hereby designated Mayor *Pro Tem* of the Board of County Commissioners of Monroe County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, 2023.

Mayor	_____
Mayor *Pro Tem*	_____
Commissioner	_____
Commissioner	_____
Commissioner	_____

(SEAL)
Attest: KEVIN MADOK, Clerk

By_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairperson

C2

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: C2
2023-1749

BULK ITEM: No

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lindsey Ballard

AGENDA ITEM WORDING: Approval of a Resolution authorizing the Mayor and the Clerk of the Board to sign all warrants, legal documents and any other necessary paper and documents; and stating that the presently authorized signatures validating County checks are hereby continued for sixty (60) days from this date in order to meet all payroll and necessary obligations.

ITEM BACKGROUND:
This annual action by the BOCC is necessary to provide lawful execution of documents and fiscal instruments.

PREVIOUS RELEVANT BOCC ACTION:
Annual action by the BOCC.

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Staff recommends approval.

DOCUMENTATION:

Execution of docs 23 24 Resolution .docx

FINANCIAL IMPACT:
n/a

RESOLUTION NO. _____- 2023

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AUTHORIZING THE MAYOR/CHAIRPERSON TO SIGN ALL LEGAL PAPERS ON BEHALF OF THE COUNTY AND EXTENDING FOR 60 DAYS THE PRESENTLY AUTHORIZED SIGNATURES.

WHEREAS, the members of the Board of County Commissioners of Monroe County, Florida, have elected a Chairman for said Board, and

WHEREAS, the Chairman of the Board of County Commissioners must sign all legal papers, vouchers, warrants and documents on behalf of the County, now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. That Commissioner _____, as Chairman of the Board of County Commissioners, and the Clerk of the Board, are hereby authorized to sign all warrants, legal documents and any other necessary papers and documents.

Section 2. That the presently authorized signatures validating County checks are hereby continued for sixty days from this date in order to meet payroll and other necessary obligations.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, 2023.

Mayor	_____
Mayor *Pro Tem*	_____
Commissioner	_____
Commissioner	_____
Commissioner	_____

(SEAL)
Attest: KEVIN MADOK, Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By_____
Deputy Clerk

By _____
Mayor/Chairperson

D1

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: D1
2023-1731

BULK ITEM: Yes **DEPARTMENT:** Administration

TIME APPROXIMATE: **STAFF CONTACT:**

AGENDA ITEM WORDING: Approval of agenda

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: E1
2023-1727

BULK ITEM: No **DEPARTMENT:** Library System

TIME APPROXIMATE: **STAFF CONTACT:** Kimberly Matthews

AGENDA ITEM WORDING: Presentation of 25 years of service to Anne Rice, Assistant Director - Support Services, Libraries.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Staff will acknowledge this achievement.

DOCUMENTATION:

Anne Rice 25 Years of Service Letter.pdf

FINANCIAL IMPACT:

County of Monroe
The Florida Keys



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

Employee Services Department
Human Resources
The Historic GATO Cigar Factory
1100 Simonton Street, 2nd Floor
Key West, FL 33040

Dear Anne Layton Rice:

The Board of County Commissioners wishes to recognize long term employees for their contributions to the citizens of the County and to their successful completion of many years of service. I am most pleased to inform you that you are to be recognized for 25 years of service with Monroe County.

As part of this recognition, you have been awarded a decorative pin, a $500.00 award, and recognition at the upcoming Board of County Commissioners meeting. The Board of County Commissioners and the Administration certainly appreciate your commitment and service to the citizens of the County. The following will be read at the November meeting.

Anne Layton Rice has served the Monroe County Public Library System for the past 25years. She is known for her combination of intelligence, technical skill, and being an absolute pleasure to work with. As the Library System's Assistant Director of Support Services, she leads her team with the approaches of transparency, making strong connections, and being adept at problem-solving. One example is Anne's role of system administrator for the Library System's enterprise software solutions, determining the top-level configurations and system settings

Her Library Director, her co-workers, and her staff all agree, she is one of the reasons this Library System has reached its high levels of success. She is known throughout Monroe County for her decades of noteworthy achievements. Recently, she co-wrote and presented the 2022 ARPA grant application that won the largest grant amount ever awarded to a Florida Library System.

In addition, during her stellar 25 years of service, she has managed the staff of the Florida Keys History Center and under her leadership, the Florida History archival collection continues to grow and expand with many exciting development plans in the works. The Library System and its patrons are forever grateful for Anne's exceptional service as a library and information systems professional.

Respectfully,

Kimberly Matthews

Sr. Director of Strategic Planning and Director of Libraries
3490 Overseas Highway

Marathon, FL 33050

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
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Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: E2
2023-1744

BULK ITEM: No

DEPARTMENT: District 5

TIME APPROXIMATE:
Yes

STAFF CONTACT: Katie Atkins

AGENDA ITEM WORDING: Mayor's Proclamation declaring November 2023 as Monroe County Smoking Cessation and Lung Cancer Awareness Month and recognizing the efforts of the Florida Keys Area Health Education Centers (AHEC).

ITEM BACKGROUND:
Lung cancer is the leading cause of cancer death in the U.S., accounting for about 1 in 5 of all cancer deaths. Each year, more people die of lung cancer than of colon, breast, and prostate cancers. November is National Lung Cancer Awareness Month, paired with the Great American Smokeout on the third Thursday. Keys AHEC provides tobacco cessation services for free in Monroe County through meetings, counseling sessions, and nicotine replacement therapy and has helped thousands of Monroe County residents quit smoking. Those who wish to quit are encouraged to visit KeysAhec.org and begin their cessation journey today.

PREVIOUS RELEVANT BOCC ACTION:
N/a

CONTRACT/AGREEMENT CHANGES:
N/a

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

FINANCIAL IMPACT:
N/a

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: E3
2023-1756

BULK ITEM: No

DEPARTMENT: District 1

TIME APPROXIMATE:
9am

STAFF CONTACT: Amanda Leggett

AGENDA ITEM WORDING: Presentation of Honorary Conch Certificate to Tom Callahan.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: E4
2023-1674

BULK ITEM: No **DEPARTMENT:** District 1

TIME APPROXIMATE: **STAFF CONTACT:** Amanda Leggett

AGENDA ITEM WORDING: Presentation of an Honorary Conch Certificate to Rear Admiral Douglas M. Schofield. Commander U.S. Coast Guard Seventh District.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Craig Cates, District 1
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Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F1
2023-1450

BULK ITEM: Yes

DEPARTMENT: Fire Rescue

TIME APPROXIMATE:
NA

STAFF CONTACT: James K. Callahan

AGENDA ITEM WORDING: Approval by the Board, acting as Plan Administrator of the Length of Service Award Plan (LOSAP), to begin 10-year disbursement of funds to Toni Cassel.

ITEM BACKGROUND:
In June 1999, the Board approved Ordinance No. 026-1999 providing for the creation of a Length of Service Award Plan for volunteer firefighters. A member, Toni Cassel, is now eligible for benefits as of December 4, 2023.

PREVIOUS RELEVANT BOCC ACTION:
On June 9, 1999, the Board approved Ordinance No. 026-1999 providing for the creation of a Length of Service Award Plan for volunteer firefighters. Subsequently, annually the Board has approved the current actuarial valuation and credit of additional years of service.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Ordinance 026-1999 (Creation of Length of Service Award Plan).pdf

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FINANCIAL IMPACT:

Effective Date: 11/8/2023

Expiration Date: 12/08/2034

Total Dollar Value of Contract: N/A

Total Cost to County: $25,200

Current Year Portion: $ 2,520

Budgeted: Yes

Source of Funds: Fire & EMS LOSAP Trust Fund F-610, Length of Service Award Program Pension, Cost Center:14500, Spend Category 00412 LOSAP Pension Benefit

CPI: No

Indirect Costs: None

Estimated Ongoing Costs Not Included in above dollar amounts: None

Revenue Producing: No **If yes, amount:** N/A

Grant: No

County Match: No

Insurance Required: No

Additional Details:

In accordance with Ordinance No. 026-1999, funds in the amount of $210 will be distributed on a monthly basis up to $25,200 over 10 years.

ORDINANCE NO. 026 - 1999

AN ORDINANCE PROVIDING FOR THE CREATION OF A LENGTH OF SERVICE AWARD PLAN PROVIDING BENEFITS TO ELIGIBLE VOLUNTEER FIREFIGHTERS AND EMERGENCY MEDICAL SERVICES VOLUNTEERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES INCONSISTENT HEREWITH; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. Definitions.

(a) "Benefit Commencement Date" means the first day of the month coincident with or next following a Participant's attainment of his or her Normal Retirement Age, or, if earlier, the first day of the month following the Participant's death or disability.

(b) "Board" means the Monroe County Board of County Commissioners.

(c) "County" means Monroe County, Florida.

(d) "Disability" means a disability which entitles an individual to disability benefits payable by Social Security.

(e) "Effective Date" means January 1, 1999.

(f) "Eligibility Date" means January 1 of each year.

(g) "Emergency Medical Services ("EMS") Volunteer" means any person whose name is carried on the active Volunteer membership roll of a non-profit corporation, created to provide emergency medical services, that has contracted with the Monroe County Board of County Commissioners, or with a County fire department, or with an MSTU created by the Board under §125.01(1), to provide emergency medical services which has not elected out of participation in this Plan.

(h) "Length of Service Awards Program" ("LOSAP") or (Plan") shall mean the length of service award plan as herein set forth, as it may be amended from time to time.

(i) "Normal Retirement Age" means the date a Participant attains age 60.

(j) "Participant" means any Volunteer Firefighter or EMS Volunteer who is covered by this Plan as provided in Section 3.

(k) "Plan Administrator" means the Board or such other person or entity as shall be from time to time designated by the Board to administer this Plan.

(l) "Plan Year" means the 12-month period ending on December 31, 1999 and each 12-month period ending on December 31 thereafter.

(m) "Volunteer Firefighter" means:

(i) any person whose name is carried on the active Volunteer membership roll of a nonprofit corporation, created for fire fighting purposes, that has contracted with the Monroe County Board of County Commissioners or a County fire department, or with a municipal service taxing or benefit unit ("MSTU") created by the Board under §125.01(1) to extinguish fires, to protect life, and to protect property which has not elected out of participation in this Plan; or

(ii) whose name is carried on the active volunteer membership roll of the Monroe County Fire Department or a fire control MSTU created by the Monroe County Board of County Commissioners under §125.01(1), Florida Statutes.

(n) "Year of Service" means:

(i) For purposes of the Plan other than benefit accrual, each year of volunteer service for which the business records of the nonprofit corporation or MSTU created by the Board, show, to the satisfaction of the County Fire Rescue Coordinator, the Participant:

(A) was enrolled as a member of the nonprofit corporation or MSTU; and

(B) was eligible for and received reimbursement of expenses for nine or more months of the year.

(ii) A Participant will be credited with Years of Service for purposes of benefit accrual under the Plan as follows:

(A) A Year of Service will be credited for each Plan Year in which a Volunteer meets the requirements set forth in subsection (i)(A) and (B) above.

(B) Each year during the annual budget process, the Board may consider crediting each Participant with an additional Year of Service for service accrued prior to the Effective Date of the Plan. The total number of Years of Service that may be credited for service accrued prior to the Effective Date of the Plan shall not

exceed the actual number of Years of Service actually earned by each Participant prior to the Effective Date of the Plan.

(iii) For all purposes of the Plan, in the event that a non-vested Participant fails to accrue a Year of Service during any three consecutive Plan Years, the Participant shall incur a "break-in-service", and any Years of Service earned by the Participant prior to the break in service, shall be disregarded for purposes of the Plan. In addition, in the event that any Participant ceases to be carried on an active membership roll as a Volunteer Firefighter or EMS Volunteer and later returns to an active membership roll, only Years of Service earned after the Participant's return to the active membership roll shall be counted for purposes of the Plan.

(iv) Notwithstanding anything to the contrary, no Years of Service shall be earned for any year of volunteer service after the Participant has attained age sixty (60).

Section 2. Name and Purpose of the Plan

(a) A length of service award program is hereby established in accordance with the terms hereof and shall be known as the "Monroe County, Florida Volunteer Firefighter and Emergency Medical Services Length of Service Award Plan".

(b) This Plan is intended to meet the requirements of Section 457(e)(11) of the Internal Revenue Code of 1986, as amended ("Code").

Section 3. Administration

(a) The Plan Administrator shall have complete control and discretion to manage the operation and administration of the Plan. Not in limitation, but in amplification of the foregoing, the Plan Administrator shall have the following powers:

(i) To determine all questions relating to the eligibility of Volunteer Firefighters and EMS Volunteers to participate or continue to participate;

(ii) To maintain all records and books of account necessary for the administration of the Plan;

(iii) To interpret the provisions of the Plan and to make and to publish such interpretive or procedural rules as are not inconsistent with the Plan and applicable law;

(iv) To compute, certify and arrange for the payment of benefits to which any Participant or beneficiary is entitled;

(v) To process claims for benefits under the Plan by Participants or beneficiaries;

(vi) To engage consultants, attorneys, accountants, specialists, and other persons it deems necessary and desirable to assist the Plan Administrator in carrying out its duties under this Plan; and

(vii) To develop and maintain such instruments as may be deemed necessary from time to time by the Plan Administrator to facilitate payment of benefits under the Plan.

(b) The Plan shall be administered in accordance with the requirements of Chapter 112, Part VII, Florida Statutes.

(c) Except to the extent otherwise required by law, the Plan Administrator shall have the full authority and discretion to act, and the Plan Administrator's actions shall be binding and conclusive on all parties.

(d) A Participant or a beneficiary ("Claimant") may file with the Plan Administrator a written claim for benefits, if the Participant or beneficiary determines the distribution procedures of the Plan have not provided him his proper benefit from the Plan. The Plan Administrator must render a decision on the claim within a reasonable period of time of the Claimant's written claim for benefits. The Plan Administrator must provide adequate notice in writing to the Claimant whose claim for benefits under the Plan the Plan Administrator has denied. The Plan Administrator's notice to the Claimant must set forth:

(i) The specific reason for the denial;

(ii) Specific references to pertinent Plan provisions on which the Plan Administrator based its denial;

(iii) A description of any additional material and information needed for the Claimant to perfect his claim and an explanation of why the material or information is needed; and

(iv) That any appeal the Claimant wishes to make of the adverse determination must be in writing to the Plan Administrator within sixty (60) days after receipt of the Plan Administrator's notice of denial of benefits. The Plan Administrator's notice must further advise the Claimant that his failure to appeal the action to the Plan Administrator in writing will render the Plan Administrator's determination final, binding and conclusive. The Plan Administrator's notice of denial of benefits must identify the name and address of the Plan Administrator to whom the Claimant may forward his appeal.

If the Claimant should appeal to the Plan Administrator, he, or his duly authorized representative, may submit, in writing, whatever issues and comments he, or his duly authorized representative, feels are pertinent. The Claimant, or his duly authorized representative, may review pertinent Plan documents. The Plan Administrator will re-examine all facts related to the appeal and make a final determination as to whether the denial of benefits is justified under the circumstances. The Plan Administrator must advise the Claimant of its decision within a reasonable period of time of the Claimant's written request for review.

Section 4. Eligibility.

(a) The Plan Administrator shall, in its sole discretion, determine those Volunteer Firefighters and EMS Volunteers ("Volunteers") eligible to participate in the Plan. Volunteer Firefighters and EMS Volunteers shall enter the Plan as Participants on the Eligibility Date concurring with or immediately following the determination of their eligibility by the Plan Administrator.

Any Volunteer who was age 60 or older on January 1, 1999 shall not be eligible to participate in this Plan. In addition, any Volunteers who are age 60 or older at the time they commence volunteer service, or who commence service at a time that will not permit them to earn ten Years of Service by their Normal Retirement Age shall not be eligible to participate in this Plan. If, as of any Eligibility Date, an otherwise eligible person shall be determined to be unable to earn ten Years of Service prior to age 60, that person shall be ineligible for any future participation in the Plan.

(b) The initial number of number of Volunteers who may participate in the Plan for Plan Years for each volunteer fire/rescue department under contract with the County are:

Volunteer Department	Number of Volunteers
Stock Island	12
Big Coppitt	16
Sugarloaf	18
Big Pine	26
Marathon	36
Conch Key	18
Layton	16
Tavernier	28
Key Largo, Fire	36
Key Largo, Ambulance	25

(c) The Board may, in its discretion increase or decrease the number of volunteers eligible to participate in the Plan for any Plan Year.

Section 5. Contributions and Benefits

(a) For each Plan Year, the Board shall appropriate funds from the budgets of the various volunteer fire/rescue MSTU's, such funds to be applied as a contribution to the LOSAP trust account in an amount as determined by the Plan Administrator as is necessary to fund the accrued or prospective benefits for Participants on an actuarially sound basis and in accordance with Part VII of Chapter 112, Florida Statutes. The amount of the annual contribution will be calculated by the Plan Administrator and presented to the Board for approval or modification during the annual budget adoption process.

(b) Upon attainment of Normal Retirement Age, a Participant shall be fully vested in his Plan benefit determined pursuant to the following schedule:

Benefit Schedule

YEARS SERVICE	MONTHLY BENEFIT	ANNUAL BENEFIT
25	$375	$4500
24	360	4320
23	345	4140
22	330	3960
21	315	3780
20	300	3600
19	285	3420
18	270	3240
17	255	3060
16	240	2880
15	225	2700
14	210	2520
13	195	2340
12	180	2160
11	165	1980
10	150	1800

(i) The benefit schedule may be increased for cost of living adjustments in future years if the Board deems it desirable.

(ii) Notwithstanding anything to the contrary, in no event shall any Participant accrue a benefit in excess of $3,000 for any Year of Service.

(c) Upon completion of ten Years of Service, a Participant shall be vested in a benefit under this Plan in the amount set forth in (b) above, payable upon the Participant's Benefit Commencement Date.

(d) A Participant who does not have ten Years of Service as of his Normal Retirement Age shall not be entitled to any benefit under this Plan.

Section 6. Form and Payment of Benefits.

(a) Timing of Payment.

(i) The distribution of a Participant's benefit as determined in Section 5 shall be paid in the manner described in paragraph (b) of this Section 6 and shall commence on the Participant's Benefit Commencement Date, subject to the Participant's (or beneficiary's) proper completion of benefit application forms available from the Plan Administrator. Payment of benefits shall commence on the Participant's Benefit Commencement Date notwithstanding that the Participant remains on an active membership roll as a Volunteer Firefighter or EMS Volunteer. A Participant (or beneficiary) must apply for benefits and complete the necessary benefit application forms within sixty months of his Normal Retirement Age or all benefits otherwise payable to the Participant under the Plan will be forfeited.

(ii) Notwithstanding the foregoing, upon a Participant's death, his benefit will be paid to the beneficiary designated in accordance with paragraph (d) of this Section 6.

(b) Form of Payment. Except as otherwise provided herein, benefit payments are payable monthly for a period of ten years.

(c) Vesting.

(i) In order to be eligible to receive any benefit payments under this Plan, a Participant must:

(A) be credited with ten Years of Service prior to attainment of Normal Retirement Age;

(B) for Volunteer Firefighters, have met all requirements as defined by the County necessary to attain the rank of Structural Firefighter, Non-Structural Firefighter and/or Emergency Vehicle Driver-Operator prior to being credited with ten Years of Service, and

(C) for EMS Volunteers, have met all requirements as defined by the State of Florida necessary to drive an emergency medical care and transportation vehicle (ambulance) and/or attain certification as an Emergency Medical Technician or Paramedic prior to being credited with ten Years of Service.

(d) Payment to Beneficiary.

(i) If a vested Participant dies or becomes disabled prior to attaining his Normal Retirement Age, he or his beneficiary will be entitled to receive the present value of the benefits accrued as of the date of such death or disability. Benefits accrued will be determined by the number of the Participant's Years of Service as of the date of such death or disability. Benefits may be paid, at the Plan Administrator's discretion, either in monthly payments over the period of ten years or in a lump sum payment.

(ii) If the Participant dies after payments have commenced but before he has received all of his benefits under the Plan, all unpaid amounts shall continue to be paid to his beneficiary or beneficiaries for the portion of the installment period remaining after the Participant's death.

(iii) At anytime and from time to time, each Participant shall have the right to designate a beneficiary to receive his death benefit and to revoke such designation. Each designation or revocation shall be evidenced by written instrument filed with the Plan Administrator, signed by the Participant and bearing the signature of a witness to his signature. In the event that a Participant has not designated a beneficiary or beneficiaries, or if for any reason such designation shall be legally ineffective, or if such beneficiary or beneficiaries shall predecease the Participant, then the personal representative of the estate of such Participant shall be deemed to be the beneficiary designated to receive such death benefit, or if no personal representative is appointed for the estate of such Participant, then his next of kin under the statute of descent and distribution of the state of such Participant's domicile at the date of his death shall be deemed to be the beneficiary or beneficiaries to receive such death benefit.

(e) Calculation of Lump Sum Payment and Present Value of Benefits. Whenever the Plan provides for the payment of a benefit in the form of a lump sum or refers to the present value of an accrued benefit, the value of the lump sum benefit or present value of the benefit shall mean the present value of future benefit payments discounted at an annual interest rate to be determined as follows:

For each Plan Year, the interest rate for that year shall be equal to the yield shown in *The Wall Street Journal* for the last business day of the preceding calendar year in the "Yield Comparisons" table for Treasury 10+ years rounded up to the next whole percentage. The Plan Administrator shall have the discretion to set calculation procedures and approximations to be used in determining lump sum and present values.

Section 7. Trust Account and Administration.

(a) The Board shall establish a trust account with the County Clerk of the Circuit Court for the deposit of LOSAP contributions that are appropriated by the Board. Other than the establishment of the trust account, the Clerk shall have no further administrative duties or obligations with respect to the Plan.

(b) The assets in the Plan trust account shall be used to pay all expenses of the administration of the Plan, including compensation of a trustee appointed by the Board, if any, the compensation of any investment manager, the expense incurred by the Plan Administrator in discharging its duties, and any interest that may be payable on money borrowed by a trustee for the purpose of the Plan. In the alternative, the County may pay the expenses of the Plan. Any such payment shall not be deemed a contribution to the Plan.

(c) The Plan trust account shall be invested in accordance with the provisions of Section 125.31, Florida Statutes.

Section 8. Plan Amendment and Termination Provisions.

(a) Amendment and Termination. The Plan may be amended at any time, or from time to time, by the Board, and the Plan may be terminated completely or with respect to any individually contracted volunteer fire department or emergency medical services contractor, at any time by the Board.

(b) Effect of Termination.

(i) Upon termination, those Participants or beneficiaries who began receiving payments prior to the Plan's termination date will receive a single lump sum benefit equivalent to the present value of the benefits remaining to be paid to the Participant.

(ii) Those Participants who have been credited with ten Years of Service but have not attained their Normal Retirement Age prior to the termination will receive a pro-rata share of the remaining Plan assets (less any remaining administrative costs). The pro-rata share will be based upon the lump sum value of the Participant's benefit under the Plan as of the date of Plan termination.

(iii) In the case of the termination of an individual department's participation in the Plan, those vested Participants with ten Years of Service as of the date of termination of participation will receive a benefit equivalent to the present value of their accrued benefit determined under Section 5 of the Plan as of the termination date. The Board may, in its discretion, pay benefits in the form of a single lump sum or in installment payments annually over the ten year period beginning on the next fiscal year after the date of such termination. No other liabilities of any sort shall be recognized or payable by the Plan.

(iv) No other benefits shall be paid to Participants, whether vested or not on the date of the Plan termination, and no Participant has any right to any present or future benefit payment from the Plan after the Plan is terminated by the Board.

Section 9. Miscellaneous.

(a) Payments to Minors and Incompetents. If any person entitled to a payment under the Plan is deemed by the Plan Administrator to be incapable of personally receiving and giving a valid receipt for such payment, then, unless and until claim therefor shall have been made by a duly appointed guardian or other legal representative of such person, the Plan Administrator may provide for such payment or any part thereof to be made to any other person or institution that is contributing toward or providing for the care and maintenance of such person. Any such payment shall be a payment for the account of such person and a complete discharge of any liability of the Board and the Plan therefor.

(b) No Interest in Assets.

(i) Nothing contained in the Plan shall be deemed to give any Participant any equity or other interest in the assets, business or affairs of the Board or Monroe County.

(ii) Nothing contained in the Plan shall constitute a guaranty by the Board that the assets of Monroe County will be sufficient to pay any amount hereunder. No Participant or beneficiary shall have any right to receive a distribution under the Plan except in accordance with the terms of the Plan.

(c) Non-Alienation of Benefits. No interest of any person or entity in, or right to receive a distribution under, the Plan, shall be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment, or other alienation or encumbrance of any kind; nor may such interest or right to receive a distribution be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, such person or entity, including claims for alimony, support, separate maintenance and claims in bankruptcy proceedings.

(d) General Provisions.

(i) If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

(ii) All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of said conflict.

(iii) The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition to amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

(iv) This Ordinance must be filed in the Office of the Secretary of State, State of Florida, but will not take effect until 90 days from the date of adoption by this Board.

(v) This Plan shall be administered, construed and enforced according to the laws of the State of Florida.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board held on the 9th day of June, 1999.

Mayor Wilhelmina Harvey	yes
Mayor Pro Tem Shirley Freeman	yes
Commissioner George Neugent	yes
Commissioner Nora Williams	yes
Commissioner Mary Kay Reich	yes

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Effective Date _____

97363.8/15115.980395

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
ROBERT N. WOLFE
DATE 6-8-99

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F2
2023-1641

BULK ITEM: Yes

DEPARTMENT: Employee Services

TIME APPROXIMATE:
N/A

STAFF CONTACT: Natalie Maddox

AGENDA ITEM WORDING: Approval of a three year rate for administration of Employer Group Waiver Program (EGWP) by Benistar Admin Services Inc., the vendor used by the Countys pharmaceutical benefits manager (PBM), Capital Rx, Inc., to provide coordinated pharmacy services and benefits for retirees and dependents, for plan years 2024, 2025, and 2026. Also, approval for County Administrator or Director of Employee Services to execute any necessary documents.

ITEM BACKGROUND:
This item seeks approval for the rate offered by Benistar Admin Services Inc., Capital Rx, Inc.'s vendor, for administration of the County's coordinated Employer Group Waiver Program (EGWP) pharmaceutical benefits and services for retirees and dependents. This is a fully insured retiree drug program that renews annually. The rate for plan years 2024, 2025 and 2026 will be $ 222.74 per month per retiree or dependent.

The average number of participants (retirees/dependents) covered under the program per month is 80. The cost of the renewal is a set fee per person enrolled. The renewal offer is an increase of 5.80% from the previous year. Gallagher Benefits Services, Monroe County's benefits consultant and actuarial consultant, has reviewed the renewal offer and notes that the increase is less than the overall industry trend in pharmacy plan renewals.

On August 19, 2020, the BOCC approved the three-year Agreement with Capital Rx, Inc. to provide Pharmacy Benefits Management services and Employer Group Waiver Program (EGWP) for employees, retirees, and dependents beginning January 2, 2021; and the Business Associate Agreement.

In July 2020, the BOCC authorized staff to award a bid and negotiate an agreement with CapitalRx for Pharmacy Benefits Management services; including Employer Group Waiver Program + Wrap (EGWP) for Medicare Eligible Retirees to ensure that the County is receiving the best plan and options at favorable costs to the County and plan participants.

On June 24, 2020, the five-member Pharmacy Benefits Management Selection Committee met to

discuss the proposals and recommended CapitalRx to the BOCC, which was heard at the July 2020 regular meeting.

This agreement includes a pass-through pricing model with administrative fees, which is anticipated to save pharmaceutical plan costs over those of the current vendor and pricing structure. The CapitalRx formulary includes a low member disruption in terms of covered drugs. CapitalRx account service members are all registered pharmacists, so the County expects to improve pharmaceutical benefit customer service as well. CapitalRx references were all favorable. The County's benefit consultant, Gallagher Benefit Services, supported the staff recommendation to change vendors to CapitalRx.

The agenda item also seeks approval for the County Administrator or Director of Employee Services to execute any additional necessary documents.

PREVIOUS RELEVANT BOCC ACTION:
November 2022 – BOCC approved the plan year 2023 rate for administration of the Employer Group Waiver Program from Benistar Admin Services, Inc.
November 2021 – BOCC approved pricing from Benistar Admin Services Inc., Capital Rx, Inc.'s vendor, for administration of the County's coordinated Employer Group Waiver Program (EGWP) pharmaceutical benefits and services for retirees and dependents for plan year 2022.
August 2020 – BOCC approved the Three-year Agreement with Capital Rx, Inc. to provide Pharmacy Benefits Management services and Employer Group Waiver Program (EGWP) for employees, retirees, and dependents beginning January 2, 2021; and the Business Associate Agreement. The Agreement was subsequently extended through the end of plan year 2026 (12/31/2026).
July 2020 – BOCC approved award of bid to CapitalRx and authorization for staff to negotiate an agreement.
January 2020 – BOCC Approved RFP Advertisement for Pharmacy Benefits Management
July 2019 – BOCC Approved Contract Amendment – Walgreens Network Change – Contract to expire 12/31/2020.
December 2017 – BOCC Approved 3-Year Contract with Envision Rx – Contract to expire 12/31/2020.

CONTRACT/AGREEMENT CHANGES:
Renewal for 3 plan years; 5.80% increase in price.

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

BeniStar EGWP Renewal - 3 YR.pdf
BeniStar EGWP Renewal Detail 3YR.pdf
071923.BOCC Item D21_Capital.pdf
08_19_2020 Agreement.pdf
Schedule F Monroe County EGWP Proposal 20200713.pdf
081920.Cap-RX_-Monroe County BAA_Cap Rx executed.pdf
2023 10 COI Capital RX signed exp 2 10 24.pdf
Monroe County Florida - Renewal EGWP Only - 2023.pdf

FINANCIAL IMPACT:
CC_08002, SC_00038 - Professional Services:

BENISTAR
GROUP RETIREE HEALTH SOLUTIONS

RE: Monroe County, Florida
Retiree Prescription Drug Program – ESI

Dear Jeff Reagan:

We are extremely excited to present a favorable long term renewal strategy for you and your client(s). Effective 1/1/2024 there will be a 5.80% rate increase for the Express Scripts Group Medicare Part D Program. Additionally, there will be a 0% rate increase effective 1/1/2025 and a 0% rate increase effective 1/1/2026. You will find the renewal rate(s) below:

2024	2025	2026
$222.74	$222.74	$222.74

By accepting this renewal, the client is agreeing to a three-year contract. The Express Scripts renewal letter outlines the terms of the three-year contract.

This plan will automatically renew unless you notify Benistar of the group's plans to change plan design or terminate coverage. If this group intends to term coverage or make any plan design changes, please let us know no later than October 31st.

We would be more than happy to discuss this renewal with you in greater detail. You can contact me at 847-304-9500 ext. 3243.

Sincerely,

Glen Anderson

Regional VP, Business Development

EXPRESS SCRIPTS® Medicare (PDP)

Dear Monroe County, FL (BOCC),

Medco Containment Life Insurance Company and Medco Containment Insurance Company of New York (hereinafter referred to as “Express Scripts Medicare”) is pleased to continue offering the Medicare Part D Employer Group Waiver Plan (EGWP) for 2024-2026 as described below.[1] Please review the below information and reach out to Benistar to review any further plan design changes. If there are no changes then your benefit will renew at the below specifications effective January 1, 2024 and run through December 31, 2026.

If you choose not to renew your EGWP benefit for the 2024-2026 plan years, Express Scripts Medicare must be notified of your intentions to terminate in accordance with the timeframe required within the Express Scripts Medicare agreement. Mid-year terminations are not permitted.

Plan Design[2]: BXM83061		Retail Pharmacy Network	Retail Maintenance Drug Program (MDP) Pharmacy		Express Scripts Home Delivery
Day Supply		Up to 31 Day Supply	32-60 Day Supply	Up to 90 Day Supply	1-31 Day Supply (Mirrors Retail Cost Share) 32-60 Day Supply (Mirrors Retail Cost Share) 61-90 Day Supply (Home Delivery Cost Share)
Network: National Medicare Performance Network		Standard	Standard	Standard	Home Delivery
Initial Coverage Period Member Cost Share	**Generic***	$15.00	$30.00	$37.50	$37.50
	Preferred Brand	$50.00	$100.00	$125.00	$125.00
	Non-Preferred Drugs	$90.00	$180.00	$225.00	$225.00
	Specialty	20% Max $250	20% Max $500	20% Max $750	20% Max $750
Deductible		No			
Maximum Out of Pocket		No			
Initial Coverage Limit (2024 ICL)		$5,030			
Member True Out of Pocket (2024 TrOOP)		$8,000			
Coverage Gap (2024)[3]		Full Coverage - No Coverage Gap; Member copays above apply			
Catastrophic Coverage		Member cost share is $0			
Formulary		Medicare Premier Access Open			
Non Part D Drugs[4]		Covered Including Lifestyle drugs			
Part B and ESRD Drugs[4]		Not Covered			
Generic Definition		As defined by Express Scripts, Non-preferred Generics will be subject to the Non-preferred Drug Tier copay, all other Generics will be subject to the appropriate Generic Tier copay (excluding Specialty Tier Generics, when applicable)			
Utilization Management Program		None except CMS required and High Risk Medication edits			
Compound Management Solution		Compound Management Solution in place to mitigate compound drug abuse by means of inclusion and exclusion list			
Federal Poverty Limits		Standard Federal Poverty Limit (FPL) guidelines apply			
Other[5]		Member cost share is capped at $35 for a one-month supply of each insulin covered by the plan and member cost share is $0 for Part D vaccines covered by the plan as required by CMS.			

Please note that most specialty medications can only be dispensed up to a 31 day supply, or up to a 30 day supply if they are found on the Carelogic drug list (132368); copays mirror Retail or Home Delivery unless state regulations apply. This plan participates in the Voluntary Generics Policy. Standard Federal Poverty Limit (FPL) guidelines apply.

This group Medicare Part D plan has additional benefits to enhance the Medicare Part D coverage, as required by the Centers for Medicare and Medicaid Services (CMS). Per CMS regulations, the benefit enhancements are considered other health benefits and require filing with and approval by the state Department of Insurance. Express Scripts Medicare may offer this product or may offer this product in conjunction with one of the below supplemental insurance companies.[6] The total premium amount consists of two distinct components as outlined below.

2024

Employer Group Waiver Plan Premium - offered by Benistar and Express Scripts Medicare through its contracts with the Centers for Medicare and Medicaid Services.	$122.87
Additional Enhanced Insurance Premium - offered above and beyond the CMS defined standard benefit.	$99.87
Total Member Premium Per Member Per Month (PMPM)[7] [8]	$222.74

2025

Employer Group Waiver Plan Premium - offered by Benistar and Express Scripts Medicare through its contracts with the Centers for Medicare and Medicaid Services.	$122.87
Additional Enhanced Insurance Premium - offered above and beyond the CMS defined standard benefit.	$99.87
Total Member Premium Per Member Per Month (PMPM)[7] [8]	$222.74

2026

Employer Group Waiver Plan Premium - offered by Benistar and Express Scripts Medicare through its contracts with the Centers for Medicare and Medicaid Services.	$122.87
Additional Enhanced Insurance Premium - offered above and beyond the CMS defined standard benefit.	$99.87
Total Member Premium Per Member Per Month (PMPM)[7] [8]	$222.74

[1]The information in this letter is subject to the Confidentiality provision in the Medicare Part D Employer/Union-Only Sponsored Group Waiver Plan Prescription Drug Policy.

[2]Required improvements to the plan designs will be incorporated as mandated by CMS.

[3]Coverage Gap begins at the Initial Coverage Limit which is $5,030 in 2024. In cases where the client's co-insurance in the Coverage Gap exceeds the maximum, beneficiaries' co-insurance will be reduced in the Coverage Gap so as not to exceed the maximum allowable co-insurance as defined by CMS.

[4]Some states require coverage for certain Non-Part D, Part B, and ESRD drugs. Above Program descriptions are available upon request.

[5]If an applicable state requirement has a lower member cost share cap for insulin, the state requirement will apply.

[6]Express Scripts Medicare may offer this product or may offer this product in conjunction with one of the following supplemental insurance companies based on your plan's situs state: Cigna Health and Life Insurance Company, Niagara Life and Health Insurance Company, Companion Life Insurance Company of California, Companion Life Insurance Company or Pan-American Insurance Company.

[7]Express Scripts Medicare will comply with applicable state Department of Insurance requirements that are available upon request. If any government action, change in federal or state law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the pricing terms outlined in this renewal herein, then Express Scripts Medicare will have the right, upon notice, to modify these pricing terms. Early termination may be permitted on December 31st of each year within the 2024-2026 term.

[8]Express Scripts Medicare reserves the right to re-evaluate the proposed renewal in the event of a significant membership reduction to the extent that it materially changes the average member morbidity enrolled within the plan.

Unless otherwise notified, the terms and conditions of this proposal are binding, accepted, and agreed to by the Plan.

If you have any questions, please contact Benistar at 888-497-9500.

Sincerely,

Benistar
888-497-9500

Kevin Madok, CPA

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

DATE: July 25, 2023

TO: Bryan Cook, Director
Employee Services

ATTN: Natalie Maddox
Sr. Employee Benefits Administrator

FROM: Pamela G. Hancock, D.C.

SUBJECT: July 19th BOCC Meeting

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

D21 Second Amendment to Pharmacy Benefit Management Services Agreement with Capital Rx, Inc., to provide Pharmacy Benefits Management services and an Employer Group Waiver Program for employees, retirees, and dependents, to extend the term of the Agreement to cover 1/1/2024 - 12/31/2026. This renewal reflects an increase in year 1 of the renewal period (Year 4 of the contract) of approximately $ 0.50 per claim (7.69%) for processing, and an increase in years 5 and 6 of the contract of $ 0.15 (.021%) per claim.

D22 Fourth Amendment to Administrative Services Agreement with Florida Blue, in the amount of approximately $4.1 million dollars, extending the term of the Agreement by five (5) years (beginning 1/1/24 through 12/31/28), to continue providing Claims Administration, Case Management and Utilization Review Services, Disease Management, Network Management, Wellness Programs and other Related Services to Monroe County.

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

cc: County Attorney
Finance
File

SECOND AMENDMENT TO
PHARMACY BENEFIT MANAGEMENT
SERVICES AGREEMENT

This Second Amendment (hereinafter "Agreement") to the Pharmacy Benefit Management Services Agreement dated January 1, 2021 ("Agreement"), is made and entered into this 1st day of January, 2024, by and between Monroe County Board of County Commissioners ("Sponsor"), and Capital Rx, Inc. ("Capital Rx"). Each of Sponsor and Capital Rx is sometimes individually referred to herein as a "Party" and together as the "Parties".

WHEREAS, Capital Rx operates a prescription benefit management program for sponsors requestiong prescription benefit management and related services; and

WHEREAS, Sponsor provides for the payment of prescription drugs and related services for persons eligible to receive such benefits; and

WHEREAS, Sponsor desires to continue to utilize the services of Capital Rx and certain of its Affiliates, including an entity that holds a Pharmacy Benefit Manager ("PBM"), Third Party Administrator ("TPA"), or similar license, to provide a prescription drug benefit program for its Members; and

WHEREAS, the Parties wish to amend the Agreement in order to extend the term of the Agreement and also to amend other terms and conditions;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Capital Rx and Sponsor agree as follows:

1. The parties agree to update the Agreement in order to comply with new requirements under applicable Law.

    a. Section 5.3 of the Agreement shall be deleted in its entirety and replaced with the following:

    Ownership. Sponsor shall maintain exclusive ownership of Claims data but will provide Capital Rx with a non-exclusive, perpetual license to utilize such data such that Capital Rx may 1) provide the PBM Services under this Agreement, 2) for internal use, and 3) as otherwise allowed by Law. Any clinical and other programs implemented by Capital Rx, including any Formulary, together with any related materials, manuals, lists and descriptions provided hereunder, will remain the exclusive property of Capital Rx.

    b. Section 6.3 of the Agreement shall be deleted in its entirety and replaced with the following:

    Exceptions. "Confidential Information" does not include information that (a) prior to disclosure hereunder was known by the Receiving Party, provided that there has not been a violation of any confidentiality obligation to the Disclosing Party, (b) is or subsequently becomes publicly available without violation of any confidentiality obligation owed to the Disclosing Party, (c) is independently developed by the Receiving Party without violation of this Agreement, (d) is required to be disclosed under the Employee Retirement Income

Security Act (ERISA), as amended, or (e) is disclosed with the written approval of the Disclosing Party.

c. Section 6.8 of the Agreement is hereby renumbered as Section 6.9.

d. The following shall be added as Section 6.8 of the Agreement:

No Gag Clauses. Nothing in this Agreement or the Schedules hereto shall be construed to be a gag clause that would operate to restrict the Plan from electronically accessing de-identified Claims data for each Plan participant upon request on a per Claim basis or prevent the Plan from sharing such information with a Plan business associate.

e. Section 9.1 of the Agreement shall be deleted in its entirety and replaced with the following:

Compliance with Law. The Parties represent and warrant that, at all times under this Agreement, they will comply with all Laws governing the performance of their respective businesses and to the performance of their respective obligations hereunder, including without limitation any Laws, including but not limited to ERISA, as amended, relating to the disclosure or notification of compensation, plan benefits, Rebates to Groups and/or Members, or Plan level Prescription Drug information. By signing this Agreement, Sponsor confirms that it has been provided with and has reviewed Capital Rx's compensation disclosures set forth in Schedule G in accordance with ERISA 408(b)(2). The Parties further represent and warrant that each shall maintain all licenses, certifications, and/or qualifications that are required by Law relating to the operation of their respective businesses and/or to comply with their obligations under this Agreement.

f. Section 9.2 of the Agreement shall be deleted in its entirety and replaced with the following:

Independent Contractors. The relationship between Capital Rx and Sponsor is solely that of independent contractors engaged in the operation of their own respective businesses. Nothing contained in this Agreement shall be construed as creating an employee/employer or agency relationship. Sponsor will not represent that Capital Rx or any of its Affiliates is a Plan Administrator or fiduciary of a Plan or any Group, as applicable, as those terms are used in the Employee Retirement Income Security Act, including applicable regulations.

g. Section 9.3 through 9.21 of the Agreement are hereby renumbered as Section 9.4 through 9.22.

h. The following shall be added as Section 9.3 of the Agreement:

Named Fiduciary. Sponsor is the named fiduciary for the Plan(s) and is responsible for and shall have the sole discretion to decide all matters pertaining to the interpretation and administration of the Plan. Capital Rx provides solely ministerial service functions in connection with the Plan(s) sponsored by Sponsor. Sponsor acknowledges that it has the sole authority to control and administer the Plan(s). Although Sponsor has delegated to Capital Rx the authority to perform administrative and/or clinical initial coverage determinations and appeals Sponsor has complete discretionary, binding, and final authority to construe the terms of the Plan(s), to interpret ambiguous language, to make factual determinations regarding the payment of benefits, to review denied claims and to resolve any complaints by Members.

i. The following shall be added to the end of Schedule A, Section 6. of the Agreement:

M. **Prescription Drug Disclosures.** Capital Rx will provide Sponsor with the information required for Sponsor to meet Prescription Drug reporting requirements under the Consolidated Appropriations Act of 2021 (the "CAA"). Aggregated Prescription Drug information will include the reports as outlined by the Centers for Medicare and Medicaid Services (CMS) or the Department of Labor (DOL) that are attainable solely from prescription Claims data.

Unless the Parties make a separate agreement, the annual reporting described in this Schedule A, Section 6., M will be provided to the Sponsor reasonably in advance of Sponsor's reporting requirements subject to additional fees as outlined in Schedule B, Section 6. Estimated compensation disclosures made pursuant to ERISA Section 408(b)(2) will be made reasonably in advance of the parties entering into, extending or renewing this Agreement.

j. The following shall be added to Schedule B, Section 8. of the Agreement:

No Violation of Law. Nothing in this audit provision should be read to prevent Sponsor from electronically accessing de-identified Claims data for each Plan participant upon request on a per claim basis, including access to Claim-related financial information, relevant service codes, and any other data element in Claim or encounter transactions, nor from sharing the information that is accessed with a Plan business associate, pursuant to the execution of a confidentiality agreement.

k. Schedule G, as set forth below, shall be added to the Agreement.

2. The parties agree to incorporate new Value-Added Administrative Services for which Sponsor will not be charged unless Sponsor elects such services.

a. Section 6 of Schedule A of the Agreement shall be deleted in its entirety and replaced with the following:

6. VALUE-ADDED ADMINISTRATIVE SERVICES (OPTIONAL)

Upon Sponsor election, Capital Rx will provide the following Value-Added Administrative Services. The pricing terms applicable for Value-Added Administrative Services are set forth in Schedule B.

A. **Specialty Programs**.

i. **RxCap Program**.* Capital Rx will provide Sponsor the RxCap program to maximize the value of manufacturer-sponsored copay assistance program(s) for target Specialty Drugs filled through the Specialty Pharmacy.

ii. **RxContain Program**.* Capital Rx will provide Sponsor the RxContain program that coordinates Member enrollment into alternative funding programs for target Specialty Drugs (i.e., carve-out). Alternative funding programs include, but are not limited to, manufacturer-sponsored and/or charitable organization-sponsored patient assistance programs.

B. **Custom Network Management**. Capital Rx will work with Sponsor to establish a custom network of Participating Pharmacies. Sponsor and Capital Rx agree to work in good faith to support Capital Rx's contracting with such pharmacies. Capital Rx will

provide Sponsor ongoing custom network configuration and management services in accordance with the terms of this Agreement.

C. **Custom Formulary Management**. Capital Rx will work with Sponsor to establish a custom Formulary, provided that the drugs included on Sponsor's custom Formulary have been evaluated by a Pharmacy and Therapeutics Committee. Capital Rx will provide Sponsor ongoing custom Formulary configuration and management services in accordance with the terms of this Agreement and will work with Sponsor to affect the adoption, distribution, and implementation of such Formulary.

D. **Rx Unite**.* Capital Rx will deploy Rx Unite reporting in addition to Capital Rx's standard reporting suite for Sponsor's Plan. Sponsor, and any designated third parties, shall work with Capital Rx to load additional benefit information, including but not limited to medical claims. By combining this additional benefit information with the Paid Claims administrated by Capital Rx under this Agreement, Capital Rx will work with Sponsor to provide plan specific insights on chronic conditions to improve overall Plan performance.

E. **White Labelled Member Communications**. Capital Rx will white-label standard Member communications to Sponsor's branding and design requirements.

F. **Rx Concierge PA**.* High-touch program streamlines the prior authorization process through proactive outreach and improves the Member and provider experience. Prescribers receive proactive, outbound telephone call(s) based on reject reports that initiate the prior authorization process in near real time. When a coverage determination is made following review, the provider, pharmacy and Member each receive an outbound telephone call to review the determination outcome and next steps.

G. **Rx Smart Save**.* Currently includes two levels:

   i. Level 1: Low-cost alternative opportunities are identified at the point of adjudication and Members receive a push notification through Capital Rx's Member tools outlining cost-savings available by utilizing a lower cost alternative.

   ii. Level 2: Capital Rx pharmacist performs proactive outreach to Members and providers in order to facilitate a switch to a lower-cost alternative. Pharmacist outreach is based on claim reports that initiate outreach in near real time.

H. **Rx Control (Split Fill)**.* Rx Control eliminates unnecessary Drug spend for Sponsor by targeting oral Specialty Drugs that are often associated with early discontinuation due to tolerability and/or side effects. Medications targeted in this program are limited to as a fifteen (15) day supply, as opposed to the traditional thirty (30) day fill. A team member from the Specialty Pharmacy contacts a Member before each fill to monitor side effects, assess member response and address any barriers to care.

I. **Rx Ally**.* Rx Ally promotes safe use of opioids by implementing opioid restrictions at the point of sale.

J. **Rx Helix**.* Capital Rx proprietary algorithms identify Members eligible for a pharmacogenomics test ("PGx test") and Capital Rx clinical teams engage Members with the opportunity to register for a PGx test. Upon Member registration, a PGx test

is conveniently mailed to a Member's home and the results are received within 7-10 days. Following receipt of PGx test results, a pharmacist conducts a Personalized Medication Review (PMR) with the Member and addresses findings directly with their prescriber.

K. **Rx Enhance**.* Rx Enhance is designed to improve adherence and address gaps in care for Members with diabetes, hypertension, high cholesterol, COPD and asthma via multichannel member communication and real-time provider notification. There are two levels of care available:

1. Level 1: Monthly motivational Member text messaging to address barriers to adherence and JUDI-enabled prescriber notifications to close gaps in care.
2. Level 2: In addition to Level 1 interventions, clients who opt into Level 2 also receive high-touch pharmacist outreaches to Members and prescribers to address other key clinical issues.

L. **Other Value-Added Administrative Services**. Sponsor will pay for additional Value-Added Administrative Services provided by Capital Rx as utilized by Sponsor and as set forth in Schedule B.

*After election, Sponsor must provide at least one hundred and eighty (180) days prior written notice to discontinue this service.

3. The parties agree to extend the Initial Term of the Agreement through December 31, 2026.

a. The table of Minimum Effective Rate Guarantees in Section 1 of Schedule B of the Agreement shall be deleted in its entirety and replaced with the following:

	1st Contract Year	2nd Contract Year	3rd Contract Year	4th Contract Year	5th Contract Year	6th Contract Year
Retail Brand 30	18.00%	18.25%	18.50%	18.65%	18.80%	18.95%
Retail Brand 90	21.50%	21.75%	22.00%	22.05%	22.20%	22.35%
Retail Generic 30	86.00%	87.00%	88.00%	88.05%	88.25%	88.45%
Retail Generic 90	86.00%	87.00%	88.00%	88.05%	88.25%	88.45%

b. The table of Maximum Dispensing Fee Guarantees in Section 1 of Schedule B of the Agreement shall be deleted in its entirety and replaced with the following:

	1st Contract Year	2nd Contract Year	3rd Contract Year	4th Contract Year	5th Contract Year	6th Contract Year
Retail Brand 30	$0.75	$0.65	$0.50	$0.50	$0.50	$0.50
Retail Brand 90	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50

Retail Generic 30	$0.75	$0.65	$0.50	$0.50	$0.50	$0.50
Retail Generic 90	$0.50	$0.50	$0.50	$0.50	$0.50	$0.50

c. The table of Minimum Effective Rate Guarantees in Section 2 of Schedule B of the Agreement shall be deleted in its entirety and replaced with the following:

	1st Contract Year	**2nd Contract Year**	**3rd Contract Year**	**4th Contract Year**	**5th Contract Year**	**6th Contract Year**
Mail Brand	25.00%	25.25%	25.50%	25.55%	25.60%	25.65%
Mail Generic	86.00%	87.00%	88.00%	88.05%	88.25%	88.45%

d. The table of Maximum Dispensing Fee Guarantees in Section 2 of Schedule B of the Agreement shall be deleted in its entirety and replaced with the following:

	1st Contract Year	**2nd Contract Year**	**3rd Contract Year**	**4th Contract Year**	**5th Contract Year**	**6th Contract Year**
Mail Brand	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Mail Generic	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

e. The table of Minimum Effective Rate Guarantees in Section 3 of Schedule B of the Agreement shall be deleted in its entirety and replaced with the following:

	1st Contract Year	**2nd Contract Year**	**3rd Contract Year**	**4th Contract Year**	**5th Contract Year**	**6th Contract Year**
Exclusive Specialty	19.00%	19.25%	19.50%	19.65%	19.80%	19.95%
Open Specialty	18.00%	18.25%	18.50%	18.65%	18.80%	18.95%

f. The table of Maximum Dispensing Fee Guarantees in Section 3 of Schedule B of the Agreement shall be deleted in its entirety and replaced with the following:

	1st Contract Year	**2nd Contract Year**	**3rd Contract Year**	**4th Contract Year**	**5th Contract Year**	**6th Contract Year**
Mail Specialty	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Retail Specialty	$0.75	$0.65	$0.50	$0.50	$0.50	$0.50

g. The table of Minimum Guaranteed Rebates in Section 4 of Schedule B of the Agreement shall be deleted in its entirety and replaced with the following:

	1st Contract Year	2nd Contract Year	3rd Contract Year	4th Contract Year	5th Contract Year	6th Contract Year
Retail Brand 30	$172.00	$186.00	$200.00	$214.00	$232.00	$252.00
Retail Brand 90	$500.00	$556.50	$605.00	$625.00	$650.00	$675.00
Mail Brand	$600.00	$670.00	$740.00	$770.00	$780.00	$790.00
Brand Specialty	$1,800.00	$1,925.00	$2,075.00	$2,385.00	$2,535.00	$2,705.00

h. The table of fees for Core Administartive Services in Section 6 of Schedule B of the Agreement shall be deleted in its entirety and replaced with the following:

	1st Contract Year	2nd Contract Year	3rd Contract Year	4th Contract Year	5th Contract Year	6th Contract Year
Per Paid Claim Administrative Fee	$6.50	$6.50	$6.50	$7.00	$7.15	$7.30

i. The table of fees for Value-Added Administrative Services in Section 6 of Schedule B of the Agreement shall be deleted in its entirety and replaced with the following:

SERVICE/DESCRIPTION	PRICE
Eligibility & Accumulation Services	
Manual Eligibility	$2.00 per eligibility record change
Electronic Prescribing	$0.16 per positive eligibility transaction
Retroactive Termination Letters	$1.50 per letter
Custom Coding (post-implementation only)	$5,000 per occurrence
ID Cards and Communications	
Welcome Booklet (with or without ID Cards)	$3.00 plus postage
ID Card Reissues	$1.50 plus postage
Targeted Member Mailings	$1.50 plus postage
Special Mailing Requests	Quoted upon request
Claims Processing and Payment	
Out-of-Cycle Reversals	$0.50 per out-of-cycle reversal Claim
Direct Member Reimbursement (DMR) and Retroactive Claim Adjustments (RCA)	$2.00 per DMR or RCA Claim, plus Core Administrative Fee
Subrogation Claims	$4.00 per subrogated Claim, plus Core Administrative Fee
Manual Overrides	$0.50 per manual override
Check Processing Fee	$50.00 per check
High Dollar Claim Review (HDCR)	$0.50 per Claim review
Utilization Review Services	

Clinical Prior Authorization Review	$45.00 per pharmacist mediated review
Urgent Clinical Prior Authorization Review	$60.00 per pharmacist mediated review
Standard 1st and 2nd Level Appeals Processing	$400 per review
Urgent Appeals	$550 per review
Independent Review Organization (IRO) services – access panel of IROs for external reviews	Pass through of fees from IRO entities
Value-Added Support Services	
Custom Drug List Management	$1,000 per month per list
Specialty Services	
RxCap Program	$100.00 per RxCap Paid Claim
Specialty Carve-Out Service Support	$0.25 - $0.50 per Paid Claim
RxContain Program	20% of program savings
Custom Network Management	Quoted upon request based on scope
Custom Formulary Management	Quoted upon request based on scope
White-Labelled Member Communications	Quoted upon request based on scope
Rx Unite	$5,000 one-time implementation fee + $0.50 PMPM
Rx Concierge (High Touch PA Program)	$2.00 PMPM (standard PA fees apply)
Rx Smart Save Level 2	$0.50 PMPM
Rx Control	$0.03 PMPM
Rx Ally	No program fee; standard PA fees apply for manual clinical reviews and overrides
Rx Helix	$500 per case
Rx Enhance Level 1	$0.10 PMPM
Rx Enhance Level 2	< 2,000 lives: $1.50 PMPM ≥ 2,000 lives: $1.00 PMPM
Network Audit/Fraud, Waste and Abuse	
Sponsor-requested audits of pharmacy	On-site audit: $2,500 per audit Desk audit: $1,000 per audit
Custom FWA Program	Quoted upon request
Compliance Services	
Section 111 Reporting	$1,500 per submission
CAA Reporting	Annual report bundle: $500 each
	Submission support: $1,500
Additional Sponsor Audits	
Sponsor Audits (>1 per year)	$15,000 per additional audit
Retiree Services	
RDS Support Services	$1.00 - $6.50 PMPM, depending on enrollment and services required
RDS Re-openings	Quoted upon request
EGWP Support Services	Quoted upon request
Post-Termination Services	
Open Refill Transfer File (ORTF)	$4,500 per file
Prior Authorization History File	$3,500 per file
Accumulator History File	$2,500 per file

4. All other terms or provisions of the Agreement not modified by this Second Amendment, or any other amendments or addenda shall remain unchanged.

[SCHEDULE G FOLLOWS]

SCHEDULE G

COMPENSATION DISCLOSURE

Pursuant to the requirements in the Employee Retirement Income Security Act of 1974 (ERISA) Section 408(b)(2)(B) (29 U.S.C. 1108(b)(2)(B)),[1] Capital Rx has prepared the following disclosure of all compensation it reasonably expects to receive this calendar year in connection with various services Capital Rx will perform on behalf of Sponsor, as set forth in the Agreement. We have prepared this disclosure in good faith, based on reasonable diligence, and in order to support Sponsor, recognizing that Capital Rx may not qualify as a covered service provider under any given client contract or arrangement.

Description of Services: Capital Rx will be providing Pharmacy Benefit Management Services ("PBM Services") as enumerated in Section 2 and Schedule A of the Agreement.

Fiduciary Status: Capital Rx will not provide, nor does it reasonably expect to provide, services under this Agreement that will confer upon Capital Rx the status of a plan fiduciary, as defined in ERISA or under applicable state law. *See* Section 9 of the Agreement.

Direct Compensation: Capital Rx earns administrative fees in connection with the services it performs on behalf of Client. Those administrative fees are referenced in Section 4 of the Agreement and enumerated in Schedule B. Capital Rx may enter into collaborative arrangements with brokers, consultants, and other businesses and individuals called "Channel Partners," which receive direct compensation from Sponsor or Capital Rx; Capital Rx does not receive any direct or indirect compensation from Channel Partners. Any direct compensation Sponsor pays the Channel Partner via Capital Rx if applicable is expressly indicated in the Agreement at Schedule B under the heading "Authorized Third Parties". Capital Rx contracts with a rebate aggregator in connection with the services it performs on behalf of Sponsor. Capital Rx credits Sponsor 100% of the Rebates it receives from the rebate aggregator, as set forth in Schedule B of the Agreement. While the rebate aggregator does not view its services as subject to the disclosure requirements set forth in 29 U.S.C. § 1108(b)(2)(B), Capital Rx hereby discloses that the rebate aggregator earns direct compensation called "program management fees," comprised of a percentage of the rebates, which the rebate aggregator withholds.

Indirect Compensation: Capital Rx receives no indirect compensation from any source. Capital Rx has requested and made good faith efforts to obtain, but has not received, information regarding any indirect compensation that its rebate aggregator may receive in connection with services it has been subcontracted to perform, but the rebate aggregator does not view its services as subject to the disclosure requirements set forth in 29 U.S.C. § 1108(b)(2)(B). Capital Rx discloses its own rebate commitments and guarantees in Section 4 and 5 the Agreement, as well as in Schedule B.

Compensation Received on a Transactional Basis: Capital Rx sometimes enters into collaborative arrangements with Channel Partners, as described above, and does not receive compensation from Channel Partners for these arrangements. Any compensation received by a Channel Partner should be

[1] Under ERISA Section 408(b)(2), a covered service provider must provide a description of all direct and indirect compensation that the covered service provider, an affiliate, or a subcontractor reasonably expects to receive in connection with the specified brokerage or consulting services that the covered service provider performs under a contract or arrangement with a covered plan, or upon termination of the contract or arrangement; as well as a description of any compensation paid among the covered service provider, an affiliate, or a subcontractor in connection with such services if the compensation is set on a transaction basis. 29 U.S.C. § 1108(b)(2)(B).

disclosed in that Channel Partner's 29 U.S.C. § 1108(b)(2)(B) compensation disclosure to Sponsor. Any direct compensation Sponsor pays the Channel Partner via Capital Rx is expressly indicated in the Agreement at Schedule B under the heading "Authorized Third Parties." Sometimes Capital Rx pays a Channel Partner commissions on a per-claim basis under service agreements that result from the Channel Partner's efforts.

Compensation Related to Termination: The Agreement may contain a penalty provision connected to early termination of the contract without cause. *See* Section 7 of the Agreement for any such termination provision. Schedule B lists post-termination services and the direct compensation that Capital Rx expects to receive in connection with any such services. Capital Rx is not aware of any termination-related compensation due to any subcontractors in connection with the termination of this Agreement.

To the best of Capital Rx's knowledge, this disclosure is accurate as of the Effective Date of the Agreement. Capital Rx reserves the right to issue amendments and modifications to this disclosure in a reasonable format throughout the Term of the Agreement. This disclosure has been prepared in good faith, based on reasonable diligence, and was drafted to comply with applicable requirements under 29 U.S.C. §1108(b)(2)(B). Capital Rx is not responsible for the failure of any other service provider to make its required disclosure of direct and indirect compensation. In the event that Capital Rx made any error or omission in disclosing this information and later learns of such an error or omission, the correct information will be disclosed as soon as practicable, and within thirty (30) days from discovery of the error or omission. Capital Rx reserves the right to issue amendments and modifications to this disclosure and such modification may be done formally, through issuance of another disclosure form, or within the body of emails throughout the plan year. Individual modifications or updates to compensation disclosures do not invalidate or replace the entirety of this disclosure, but rather only modify the provisions that are indicated.

[SIGNATURE PAGE FOLLOWS]

SECOND AMENDMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, each party caused this Amendment to be executed by its duly authorized representative. Execution by the Contractor must be by a person with authority to bind entity.

(SEAL)
Attest: Kevin Madok, Clerk

By: _____
As Deputy Clerk

Date July 19, 2023

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor Pro Tem

MONROE COUNTY ATTORNEY'S OFFICE
Approved for form and legal sufficiency

Cynthia L. Hall
Cynthia Hall, Sr. Assistant County Attorney

CAPITAL RX, INC.

Signature: Kristin Begley (Jun 30, 2023 09:43 EDT)

Print Name: Kristin Begley

Title: CGO

Date: Jun 30, 2023

FILED FOR RECORD
2023 JUL 25 PM 2:07
CLK CIR CT
MONROE COUNTY, FLA

Capital Rx and Monroe County_Second Amendment to PBMSA

Final Audit Report 2023-06-30

Created:	2023-06-30
By:	Lenore Keefer (lkeefer@cap-rx.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeBz1KucnwK_ecdpf1FnV0fa87oQYzrhl

"Capital Rx and Monroe County_Second Amendment to PBMSA " History

Document created by Lenore Keefer (lkeefer@cap-rx.com)
2023-06-30 - 12:41:19 PM GMT

Document emailed to kristinbegley@cap-rx.com for signature
2023-06-30 - 12:43:24 PM GMT

Email viewed by kristinbegley@cap-rx.com
2023-06-30 - 1:40:01 PM GMT

Signer kristinbegley@cap-rx.com entered name at signing as Kristin Begley
2023-06-30 - 1:40:20 PM GMT

Document e-signed by Kristin Begley (kristinbegley@cap-rx.com)
Signature Date: 2023-06-30 - 1:40:22 PM GMT - Time Source: server

Agreement completed.
2023-06-30 - 1:40:22 PM GMT

Client#: 1865577 CAPITRX

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2023

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

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

PRODUCER	CONTACT NAME: Gerard Dimino	
USI Insurance Services, LLC 180 Park Avenue Suites 103 Florham Park, NJ 07932	PHONE (A/C, No, Ext): 800 227-0185	FAX (A/C, No):
	E-MAIL ADDRESS: gerard.dimino@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Ohio Casualty Insurance Company	24074
INSURER C : Allied World Assurance Company, Ltd.	NONAIC
INSURER D : Westchester Fire Insurance Company	10030
INSURER E :	
INSURER F :	

INSURED
Capital RX, Inc
1 World Trade Center, Suite 49D
New York, NY 10003

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			B7013643550 APPROVED BY RISK MANAGEMENT BY DATE 7/3/2023 WAIVER N/A___YES___	02/10/2023	02/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			B7013643550	02/10/2023	02/10/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			B7013643564	02/10/2023	02/10/2024	EACH OCCURRENCE AGGREGATE 	$10,000,000 $10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Excess Liability			ECO2464660220	02/10/2023	02/10/2024	10,000,000	
C	Cyber / E&O			03133841	05/12/2023	05/12/2024	5,000,000	
D	Excess Cyber/E&O			G72579215002	05/12/2023	05/12/2024	5,000,000	

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

Additional Coverages:
Managed Care E&O policy #HC7CACIYQP002 Effective 05/12/2023-05/12/2024 Limit $5,000,000
EL policy #MML-25435-22 Effective 07/23/2022-07/23/2023 Limit $1,000,000
D&O/EPL policy # ML42628652 Effective: 07/23/2022-07/23/2023 Limit: $5,000,000
Crime policy # P00100099131701 Effective: 09/16/2022-09/16/2023 Limit: $5,000,000 Retention: $50,000
(See Attached Descriptions)

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
1100 Simonton Street, Suite: 2-268
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Monroe County Board of County Commissioners is an Additional Insured as respects to General Liability And Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

Kevin Madok, CPA

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

DATE: October 16, 2020

TO: Bryan Cook, Director
Employee Services

FROM: Pamela G. Hancock, D.C.

SUBJECT: August 19th BOCC Meeting

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

C1 Three-year Agreement with Capital Rx, Inc., to provide Pharmacy Benefits Management services and an Employer Group Waiver Program for employees, retirees, and dependents beginning January 2, 2021; and the Business Associate Agreement.

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

cc: County Attorney
Finance
File

PHARMACY BENEFIT MANAGEMENT
SERVICES AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is effective on January 1, 2021 ("Effective Date"), by and between Monroe County Board of County Commissioners ("Sponsor"), with its principal place of business at 1100 Simonton St, Key West, FL. 330404, and Capital Rx, Inc. ("Capital Rx"), with its principal place of business at 228 Park Avenue S. #87234, New York, NY 10003 (each a "Party" and collectively the "Parties").

WHEREAS, Capital Rx operates a prescription benefit management program for sponsors requesting prescription benefit management and related services; and

WHEREAS, Sponsor provides for the payment of prescription drugs and related services for persons eligible to receive such benefits; and

WHEREAS, Sponsor desires to procure the services of Capital Rx and certain of its Affiliates, including an entity that holds a TPA or similar license, to provide a prescription drug benefit program for its Members;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, including the representations contained in the Proposal submitted on or about April 2, 2020 by Capital Rx to the Request for Proposals for Pharmacy Benefits Manager, all of which are included in this Agreement as though fully set forth herein, Capital Rx and Sponsor agree as follows:

1. DEFINITIONS

The following terms shall have the following meanings:

"30-Day Supply" means a Claim with a days supply less than or equal to 83 days.

"340B Claim" is a Claim which has been processed under Section 340B of the Public Health Service Act.

"90-Day Supply" means a Claim with a days supply greater than 83 days.

"Administrative Fee" means the amount Capital Rx charges to Sponsor as compensation for performing PBM Services, based on a per Paid Claim, PEPM, and/or PMPM basis

"Affiliate" means any entity that controls, is controlled by, or is under common control with such specified entity.

"Ancillary Charge" means the non-covered difference in price between a Brand and the equivalent Generic that a Member pays as part of their Cost Share.

"AWP" means the average wholesale price of Drugs or Supplies, as applicable, as dispensed and as set forth in the latest edition of the Medi-Span NDC Price File. AWP is based on the 11-digit NDC submitted by the Participating Pharmacy.

"Benefit Builder" means the form on which Sponsor specifies the Benefit Design and other information necessary for Capital Rx to perform services.

"Benefit Design" means the specifications applicable to the Plan, including but not limited to Covered Pharmaceuticals, Cost Share, Participating Pharmacy, and Formulary, set forth in this Agreement or otherwise documented between the Parties.

"Brand" means those Drugs or Supplies that are have a Medi-Span Multi Source Code of "M", "O", or "N".

"Business Days" or "business days" means all days except Saturdays, Sundays, and federal holidays. All references to "day(s)" are to calendar days unless "business day" is specified.

"Claim" means a request for payment submitted by a Participating Pharmacy or Member for prescription drugs or services under Sponsor's benefit plan.

"Claims Runout" means a process whereby Claims incurred prior to the effective date of the termination of this Agreement may properly be submitted after the effective date of termination.

"Compound Prescription" means a prescription consisting of two or more ingredients, at least one of which is a Prescription Drug, and which is prepared by the pharmacist specifically for the Member according to the prescriber's directions. For the avoidance of doubt, the addition of only water and/or flavoring does not result in a Compound Prescription.

"Contract Quarter" means the three (3) month period commencing on the Start Date and each consecutive three (3) month period thereafter while this Agreement is effective.

"Contract Year" means the twelve (12) month period commencing on the Start Date and each consecutive twelve (12) month period thereafter while this Agreement is effective.

"Cost Share" means the amount to be paid by the Member for Covered Pharmaceuticals, such as a copayment or coinsurance, under the Benefit Design.

"Copay Assistance" means any discount, repayment, product voucher, or other reduction to the Cost Share, including, but not limited to, a copayment, coinsurance, or deductible, as provided by a manufacturer, directly or indirectly, of Covered Pharmaceuticals. For the avoidance of doubt, patient assistance programs supported by independent third parties are explicitly excluded from this provision.

"Covered Pharmaceuticals" means those Prescription Drugs, Compound Prescriptions, OTC Drugs, and Supplies that a Member is entitled to receive under the terms of Sponsor's Plan.

"DAW 5 Claim" means a Claim that is submitted with a dispense as written code of 5, which indicates that a branded pharmaceutical product was dispensed in the same manner as a generic.

"Diagnostics" means those products identified by a Medi-Span GPI-2 of 94.

"Direct Member Reimbursement" means a Claim that is submitted non-electronically to Capital Rx, for example any claim with a prescription origin code other than "3".

"Discount Card" means any discount card, discount program, cash card, OTC benefits card, or similar arrangement by any other name, and includes any payment mechanism or program through which the customer is entitled to pay a cash price for any product by virtue of presenting an Identification Card and for which the customer is a person designated by Sponsor pursuant to this Agreement as not eligible for Covered Pharmaceuticals under one of the Sponsor's Groups. With a Discount Card, there is never any amount due from any third party and customer is responsible for the entire amount due.

"Dispensing Fee" means the amount payable by Sponsor under this Agreement for a Participating Pharmacy to dispense a Covered Pharmaceutical to a Member.

"Dispensing Fee Guarantee" means during the relevant time period the average of dispensing fee paid (NCPDP field 507-F7) on Paid Claims, including Zero Balance Claims, and excluding U&C Claims, Compound Prescription Claims, OTC Drug Claims, Claims for Supplies, Vaccine Claims, Claims with Ancillary Charges, Claims with an Override, Discount Card Claims, Claims for Members with a 100% Cost Share Benefit Design, Direct Member Reimbursement Claims, Subrogation Claims, Claims older than 180 days, Out-of-Network Claims, Secondary Payer Claims, In-House Pharmacy Claims, Claims for Limited Distribution Drugs, Claims for drugs or supplies that are not present in Medi-Span, Claims with an AWP of $0.00, Claims submitted by rural pharmacies, and Excluded Pharmacy Claims.

"Drug" means a pharmaceutical or pharmaceutical compound. This includes, without limitation, all products with a Medi-Span GPI-2 distinct from 97 or 94.

"Effective Rate Guarantee" means during the relevant time period the value 1 (one) minus the sum of ingredient cost charged to the Plan divided by the sum of AWP for all Paid Claims including U&C Claims and Zero Balance Claims and excluding Compound Prescription Claims, OTC Drug Claims, Claims for Supplies, Vaccine Claims, Claims with Ancillary Charges, Claims with an Override, Discount Card Claims, Claims for Members with a 100% Cost Share Benefit Design, Direct Member Reimbursement Claims, Subrogation Claims, Claims older than 180 days, Out-of-Network, Secondary Payer Claims, In-House Pharmacy Claims, Claims for Limited Distribution Drugs, Claims for drugs or supplies that are not present in Medi-Span, Claims with an AWP of $0.00, Claims submitted by rural pharmacies, and Excluded Pharmacy Claims. Under the Retail Pharmacy guarantees there are no guarantees applicable to individual pharmacies.

"Excluded Pharmacy" means a pharmacy with any of the following NCPDP Primary Provider Type codes: "04" (long term care pharmacy), "06" (home infusion), "07" (non-pharmacy dispensing site), "08" (I/T/U pharmacy), "09" (VA pharmacy), "11" (institutional pharmacy), "12" (MCO pharmacy), "13" (DME supplier), "16" (nuclear pharmacy), "17" (Military pharmacy), "18" (Compounding), "19" (Oxygen equipment), "20" (Nursing facility), "21" (Customized equipment), "22" (dialysis equipment), "23" (Parenteral and enteral nutrition); pharmacies located at teaching institutions; government pharmacies or pharmacies eligible for federal supply schedule prices (for example, Department of Veterans Affairs, U.S. Public Health Service, Indian Health Services, Department of Defense, or those pharmacies with a Dispenser Class Code of "06"); or 340B pharmacies.

"Formulary" means a list of Drugs and Supplies selected for their clinical efficacy, safety and cost effectiveness, as well as the associated management programs and controls, and which may be updated from time to time.

"Generic" means those Drug or Supplies that have a Medi-Span Multi Source Code of "Y" or a DAW 5 Claim and not a Specialty Drug

"Grandfathering Period" means any period of time, typically ninety (90) days after the Start Date, during which Sponsor deviates from Capital Rx Formulary to mitigate disruption for Members utilizing certain Drugs prior to Capital Rx's administration of PBM Services on behalf of Plan Sponsor.

"Group" means a group of Members that have the same Benefit Design as designated by Sponsor.

"HIPAA" means the Health Insurance Portability and Accessibility Act of 1996, as amended from time to time.

"Identification Card" means the card or other document that identifies Company as the pharmacy benefit manager.

"In-House Pharmacy" means a pharmacy owned by, an Affiliate of, contracted with, or situated on or at a Sponsor's place of work that primarily provides or is primarily intended to provide pharmacy services to Members.

"Law" means any applicable federal, state and local laws, rules, regulations, administrative guidelines, judicial or administrative order or agreement with any governmental agency, unit or subdivision, as such may be amended from time to time.

"Limited Distribution Drug" means Drugs or Supplies whose manufacturer limits distribution and/or dispensation to a select number of Pharmacies. Limited Distribution Drugs include those and only those Drugs and Supplies on the Limited Distribution Drug List, and any added to the Limited Distribution Drug List after the Effective Date.

"MAC" means the maximum allowable unit ingredient cost payable for Drugs and Supplies specified on a MAC List. A "MAC List" consists of a payment schedule for Drugs and Supplies subject to MAC pricing established, developed, adopted, and/or managed by Capital Rx. Capital Rx's MAC Lists and payment/cost schedules are frequently updated.

"Mail Order Pharmacy" means a pharmacy that (1) is licensed under Law, (2) dispenses prescription drugs to Members primarily through the U.S. mail or a commercial carrier service, and (3) that has entered into an agreement with, or is an Affiliate of, Capital Rx in order to provide Covered Pharmaceuticals to Members.

"Member" means a person designated by Sponsor pursuant to this Agreement as eligible for Covered Pharmaceuticals under one of the Sponsor's Groups.

"OTC Drug" means a Drug with a Medi-Span Rx-OTC Indicator Code of "O" or "P."

"Out-of-Network Pharmacy" means a pharmacy that has neither entered into an agreement with nor is an Affiliate of Capital Rx or those certain pharmacies or pharmacy chains that are excluded from providing Covered Pharmaceuticals to Members. For the purposes of this Agreement, no pharmacies or pharmacy chains are explicitly excluded.

"Override" means any such rule that causes a Claim to adjudicate in a way that differs from the Benefit Design and/or the Formulary. Without limiting the generality of the foregoing, rules that cause a Claim that otherwise would have been a Rejected Claim to adjudicate as a Paid Claim; rules that that change, reduce, modify, or eliminate a Member's Cost Share; or rules that change, reduce, modify, or eliminate an Ancillary Charge shall all be considered an Override for the purposes of this Agreement.

"Paid Claim" means a Claim that is approved for payment, in whole or in part, and has not been reversed within the same invoice period.

"Participating Pharmacy" means a Retail Pharmacy, Mail Order Pharmacy, or Specialty Pharmacy, excluding Out-of-Network Pharmacies.

"Plan" means Sponsor's drug benefit program that offers certain Covered Pharmaceuticals to Members.

"Prescription Drug" means a Drug with a Medi-Span Rx-OTC Indicator Code of "R" or "S."

"PBM Services" means those services described under this Agreement, including but not limited to those services set forth in Schedule A.

"Rebates" means any retrospective discount received by Capital Rx that is paid by a pharmaceutical manufacturer for utilization of designated Drugs or Supplies by Members under the applicable rebate agreement with Capital Rx, including but not limited to base/formulary, incentive and market share rebates. Rebates also include any Copay Assistance amount where such Copay Assistance program is managed by or on behalf of Capital Rx or its Affiliates.

"Rebate Eligible Claims" mean those Paid Claims that are for a Brand or Specialty Drug but does not include Compound Prescription Claims, OTC Drug Claims, Claims for Supplies, Vaccine Claims, Claims with Ancillary Charges, Claims with Copay Assistance, Discount Card Claims, Claims for Members with a 100% Cost Share Benefit Design, Claims with an Override, Direct Member Reimbursement Claims, Subrogation Claims, Claims older than 180 days, Out-of-Network Claims, Secondary Payer Claims, DAW 5 Claims, Claims for biosimilars, In-House Pharmacy Claims, Claims for repackaged, unit dose, or unit of use NDCs, Excluded Pharmacy Claims, Claims for beauty aids and cosmetics, multi-source Generic Claims, single-Source generic Claims, multi-source Brand Claims, Limited Distribution Drug Claims, Claims for drugs or supplies that are not present in Medi-Span, Claims for drugs or supplies in a CMS protected class, Claims with an AWP of $0.00, Claims where after meeting the deductible the Member's Cost Share under the applicable Benefit Design is greater than or equal to 50%. Under the Mail Order Pharmacy guarantees, Claims for a 30-Day Supply are considered Rebate Eligible Claims at the Retail 30-Day Brand guarantee for the purposes of this Agreement.

"Rejected Claim" means any Claim that is not approved for payment. Without limiting the generality of the foregoing, any Claim where NCPDP field 501-F1 (header response status) is not "A" (accepted) where NCPDP field 112-AN (transaction response status) has any value other than "A" (accepted) or "P" (paid) or where NCPDP field 510-FA (reject count) is present or has a value other than 0 is a Rejected Claim.

"Retail Pharmacy" means a licensed retail pharmacy that has entered into an agreement with Capital Rx to provide Covered Pharmaceuticals to Members.

"Secondary Payer Claim" means any Claim for which the benefit administered by Capital Rx is not the primary benefit.

"Specialty Drugs" means Prescription Drugs that are typically used to treat chronic or complex conditions, and typically have one or more of several key characteristics, including frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes; intensive patient training and compliance assistance to facilitate therapeutic goals; limited or exclusive product availability and distribution (if a drug is only available through limited specialty pharmacy distribution it is always considered a Specialty Drug); or has specialized product handling and/or administration requirements. Specialty Drugs may be administered by any route of administration. Specialty Drugs may include biosimilars. Specialty Drugs include those and only those Drugs and Supplies on the Specialty Drug List, and any added to the Specialty Drug List after the Effective Date.

"Specialty Pharmacy" means an entity that (1) is licensed under Law, (2) dispenses Specialty Drugs to Members through the U.S. mail or a commercial carrier service, and (3) that has entered into an agreement

with, or is an Affiliate of, Capital Rx in order to provide Covered Pharmaceuticals to Members. For purposes of this Agreement, a Retail Pharmacy is not a Specialty Pharmacy.

"Start Date" means the date on which the services in Schedule A commence. For the purposes of this Agreement, that date is January 1, 2021.

"Subrogation Claim" means a Claim made consistent with 45 CFR 162.1901.

"Supplies" means ancillary equipment, supplies, and products provided by a Participating Pharmacy and which includes without limitation nursing/clinical supplies, in-home infusion and related supplies, patient monitoring supplies, medication pumps, tubing, syringes, gauze pads, sharps containers, lancets, test strips, other supplies, and durable medical equipment. Note that without limitation all products with a Medi-Span GPI-2 of 97 or products that are Diagnostics are considered Supplies.

"Usual and Customary Charge" or "U&C" means the amount that, at the time of dispensing, a Retail Pharmacy would charge to a cash-paying customer, exclusive of taxes.

"U&C Claim" means a Paid Claim that adjudicated at U&C.

"Vaccine Claim" means a Claim for a Covered Pharmaceutical that is a substance used to stimulate the production of antibodies and provide immunity against one or several diseases. Vaccine Claims include, without limitation, Claims for those products with a Medi-Span GPI-2 of 17.

"Zero Balance Claim" means a Paid Claim which is paid in full by the Member and results in no amount due to Capital Rx from Sponsor.

2. CAPITAL RX OBLIGATIONS

2.1 Services. Capital Rx shall provide the PBM Services set forth in Schedule A.

2.2 Program Materials. Capital Rx shall supply all forms necessary for Capital Rx to implement and administer the Plans under this Agreement.

3. SPONSOR OBLIGATIONS

3.1 Enrollment Information. At least five (5) business days prior to the date on which Sponsor intends for Capital Rx to administer any PBM Services to a Group, and no less than weekly thereafter, Sponsor shall provide to Capital Rx a list of all Members in the Group in a format acceptable to Capital Rx. Sponsor shall be responsible for providing Capital Rx with accurate and complete enrollment information and for providing any modifications or updates to this information to Capital Rx. Capital Rx and Participating Pharmacies are entitled to rely on the enrollment information provided hereunder.

3.2 Benefit Builder. Capital Rx will complete a Benefit Builder form with Sponsor in order to obtain information related to Sponsor's Benefit Design(s), services selected, system and/or operational requirements, and any other information necessary for Capital Rx to perform services under this Agreement. Sponsor will reasonably cooperate in completing the Benefit Builder, and will review and confirm the accuracy of the information contained in the Benefit Builder in accordance with Capital Rx's standard procedures. Capital Rx shall have the right to rely on all information contained in the Sponsor-approved Benefit Builder. In addition, Sponsor will timely provide to Capital Rx any

and all documentation, including but not limited to Benefit Design information (e.g., Formulary, Cost Share information provided to Members, etc.) that is reasonably required for Capital Rx to perform services hereunder.

3.3 Changes to Benefits. Capital Rx shall administer only those benefits (a) listed on the Benefit Builder and (b) for which Sponsor provides written notice of a change to Capital Rx. In the event of any changes to a Benefit Design, Sponsor shall notify Capital Rx at least thirty (30) business days in advance of the effective date of such change. If the proposed change requires any system modifications and/or coding, Capital Rx will notify Sponsor in order to discuss the requirements and a revised implementation timeline, and any such changes, including the amount of any additional fees, shall be agreed upon in writing.

3.4 Member Communications. Sponsor is responsible for notifying Members of any Benefit Design changes. Sponsor is responsible for obtaining Member authorizations and documentation required by Law, if any, for Capital Rx to provide the PBM Services. Capital Rx may communicate with Members as reasonably required to perform the PBM Services.

3.5 Exclusivity. Capital Rx is the exclusive provider and/or administrator of PBM Services to Sponsor and its Affiliates during the term of this Agreement. Without limiting the generality of the foregoing, Sponsor represents that, as of the Start Date, neither it (nor any of its Affiliates) has any agreement with any pharmaceutical manufacturer or other entity under which it earns discounts based on the utilization of Covered Pharmaceuticals or related administrative services, and will not enter into any such agreement(s) for the period covered by this Agreement. Nothing in this Agreement shall restrict Capital Rx and/or its Affiliates from offering, providing, or administering any service, including PBM Services, to any other entity.

4. FINANCIAL ARRANGEMENTS

4.1 Payment for Services. Sponsor will pay Capital Rx for all services provided under this Agreement in accordance with the pricing terms set forth in Schedule B.

4.2 Invoices. Capital Rx will invoice Sponsor for Claims bi-weekly, and for administrative fees monthly, on a schedule conforming to Capital Rx's billing cycles. Claims invoices include the Per Paid Claim administrative fees. Invoice amounts for Claims and administrative fees are due and payable in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes section 218.70 *et seq.* Sponsor will pay by wire transfer (or by such other method approved by Capital Rx) to an account designated by Capital Rx in writing. Sponsor's failure to make timely payment shall constitute a payment default. Notwithstanding any other provision of this Agreement, if Sponsor fails to cure any payment default within five (5) days of the due date for such payment, then in addition to any other remedies available, Capital Rx may cease performing any or all of its services hereunder on written notice to Sponsor until Sponsor brings its account current. Capital Rx, in its sole discretion, may accept late payment of delinquent amounts and, upon acceptance, this Agreement may be reinstated retroactively to the due date for such payment. Any such actions by Capital Rx shall not be deemed a waiver of Capital Rx's termination or suspension rights in the event of any future failure of Sponsor to make required payments.

4.3 Overdue Payments. Any invoice amounts that remain unpaid after five (5) days of the due date for such invoice shall bear a finance charge from the due date of such amount until paid in full, equal to the lesser of (a) an annual interest rate consisting the prime rate plus five percent (5%), or (b) the maximum rate permitted by Law. If Capital Rx places any overdue amount with an attorney or other

third party for collection, Sponsor will reimburse Capital Rx for its collection costs, including but not limited to reasonable attorneys' fees and expenses.

4.4 Reasonable Assurances. In the event Sponsor fails to pay invoices timely on two (2) or more occasions, or Capital Rx has reasonable grounds to believe that Sponsor may be incapable of meeting its financial obligations under this Agreement, Capital Rx may request (and Sponsor agrees to provide) reasonable assurances, including a deposit, regarding its financial condition. If Sponsor does not provide such assurances within five (5) business days or the assurances are not satisfactory in Capital Rx's reasonable judgment, Capital Rx may terminate this Agreement on written notice to Sponsor.

4.5 Eligibility Changes. Capital Rx will not be financially or otherwise responsible for any mistaken coverage, claims payment or denial determination if such mistake is due to a change in a person's eligibility status and the mistake is made prior to the earlier of (a) the entry of such changed information into Capital Rx's claims processing system or (b) two (2) business days after such change information is received by Capital Rx.

4.6 Claims Adjustments. The Parties acknowledge that, from time to time, adjustments to Paid Claims may be necessary as the result of coordination of benefits, subrogation, workers' compensation, payment errors, pharmacy audit recovery, or other reasons, and that such adjustments may result in either credits to Sponsor or additional amounts owed by Sponsor.

4.7 Member Hold Harmless. In no event will Capital Rx or a Participating Pharmacy directly or indirectly collect, attempt to collect, or accept remuneration or reimbursement from a Member for Covered Pharmaceuticals, except for Cost Share amounts or as otherwise provided in this Agreement, even in the event of Sponsor's failure to pay Capital Rx, a payment dispute between the Parties, Sponsor's insolvency, or any other breach by Sponsor of the terms of this Agreement.

4.8 Taxes. Sponsor is not responsible for taxes on Capital Rx's income.

4.9 Financial Statements. Upon request, Sponsor will provide a copy of its most recent audited financial statements to Capital Rx.

5. RECORDS

5.1 Recordkeeping. Capital Rx agrees to maintain reasonable documentation related to the PBM Services provided to Members and Claims processed under to this Agreement. Sponsor agrees to maintain reasonable documentation related to the enrollment information and Benefit Design information provided hereunder. The Parties will maintain the records and information required by this subsection for six (6) years from the date of enrollment or service, as applicable, or such longer period that may be required by Law, in a format and electronic media deemed reasonably appropriate by the Party holding such records. Capital Rx shall also require that Participating Pharmacies maintain records of the Covered Pharmaceuticals dispensed to Members in accordance with Law. Subject to all applicable privacy and confidentiality requirements, certain records may be made available to other pharmacies and health professionals treating Members.

5.2 Transfer of Data Upon Termination. Upon termination of this Agreement for any reason, Sponsor and Capital Rx will develop a mutually agreeable plan for the orderly provision of Claims data to Sponsor or its designee. Within thirty (30) days after receipt of Sponsor's written authorization (and completion of a confidentiality agreement, if to a designee), Capital Rx will deliver to Sponsor or its designee a Claim history report for the two (2) years preceding the termination date. The report will

be provided in Capital Rx's standard format then available. Capital Rx will have no obligation to provide information under this Section unless Sponsor has met all of it payment obligations under this Agreement.

5.3 Ownership. All records and reports generated by Capital Rx hereunder are the property of Capital Rx.

5.4 Florida Public Records Law – Records Access and Audits: For the purpose of this section, Capital Rx is referenced as "Contractor".

Pursuant to F.S. 119.0701, Contractor and its subcontractors shall comply with all public records laws of the State of Florida, including but not limited to:

a. Keep and maintain public records required by Monroe County in order to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY, AT (305) 292-3470, bradley-brian@monroecounty-fl.gov, c/o Monroe County Attorney's Office, 1111 12th St., Suite 408, Key West FL 33040.

6. CONFIDENTIAL AND PROPRIETARY INFORMATION

6.1 Confidential Information. The term "Confidential Information" means trade secret information as defined in Section 815.045, Florida Statutes, and shall include information of a confidential or proprietary nature disclosed by one Party (the "Disclosing Party") to the other (the "Receiving

Party"). Confidential Information includes, but is not limited to, matters of a technical nature such as trade secrets, methods, compositions, data and know-how, designs, systems, and processes, and any information derived therefrom; matters of a business nature, such as proprietary reimbursement formula(e), marketing, sales, strategies, proposals, lists of Participating Pharmacies and pharmaceutical manufacturers, and any other information that is designated by either Party as confidential including Schedules B and C of this Agreement, or which the Receiving Party should reasonably understand is confidential and/or proprietary based on nature of the information. For this provision to apply, the documents must be marked by the Disclosing Party as confidential prior to submission to the Receiving Party.

6.2 Treatment of Confidential Information. The Receiving Party agrees to hold the Disclosing Party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including using all precautions the Receiving Party employs with respect to its own Confidential Information), and not to use Confidential Information for any purpose not previously authorized by the Disclosing Party, except as necessary for Capital Rx to perform PBM Services. The Receiving Party further agrees not to disclose any Confidential Information to a third party unless authorized in writing by the Disclosing Party and provided further that the ultimate recipient of such Confidential Information agrees to be bound by confidentiality terms at least as stringent as those contained herein. The Receiving Party may disclose Confidential Information to its employees, directors, and affiliates (collectively "Receiving Party Representatives") that have a reasonable need to know such information, provided that such Receiving Party Representatives are informed of the confidential nature of the information and have agreed to treat the Confidential Information in a confidential manner consistent with this Agreement.

6.3 Exceptions. "Confidential Information" does not include information that (a) prior to disclosure hereunder was known by the Receiving Party, provided that there has not been a violation of any confidentiality obligation to the Disclosing Party, (b) is or subsequently becomes publicly available without violation of any confidentiality obligation owed to the Disclosing Party, (c) is independently developed by the Receiving Party without violation of this Agreement, or (d) is disclosed with the written approval of the Disclosing Party.

6.4 Requests. If the Receiving Party receives a public records request, court order, subpoena or governmental request (whether formal or informal) for Confidential Information, the Receiving Party shall promptly notify the Disclosing Party to provide the Disclosing Party with the opportunity to seek confidential treatment or other appropriate relief relating to such Confidential Information. The Receiving Party shall not oppose such efforts. If the Disclosing Party is unable to obtain any relief with respect to the request, the Receiving Party may provide those portions of Confidential Information that it is advised by counsel are required by Law to be produced, and will further use commercially reasonable efforts to obtain confidential treatment of the Confidential Information from the recipient of such information.

6.5 Programs. Any clinical and other programs implemented by Capital Rx, including any Formulary, together with any related materials, manuals, lists and descriptions provided hereunder, will remain the property of Capital Rx. Sponsor will use such programs only while this Agreement is in effect.

6.6 Trademarks. Neither Party shall use the other's trademarks, trade names, nor service marks (or any reasonably likely to cause confusion) without the other Party's written consent.

6.7 Member and Sponsor Identifiable Information. The Parties will comply with all Laws regarding patient confidentiality as set forth in the Business Associate Agreement between them. Capital Rx will not provide any data or information that identifies Sponsor without Sponsor's consent, except as

reasonably necessary to provide PBM Services or as required by Law. The restrictions set forth in this Section 6 do not apply to Claims data or other information that does not identify Sponsor.

6.8 Remedies. The Parties acknowledge that any unauthorized use or disclosure of the other's Confidential Information would cause the Disclosing Party immediate and irreparable injury or loss. Accordingly, if Capital Rx or Sponsor fails to comply with the confidentiality provisions of this Agreement, or threaten to do so, the Disclosing party shall be entitled to equitable relief, including the immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, in addition to other remedies permitted by Law.

7. TERM AND TERMINATION

7.1 Term. This Agreement is for an initial term of three (3) years from the Start Date ("Initial Term"), and thereafter shall automatically renew for one (1) successive three (3) year term, and then shall automatically renew for successive terms of one (1) year each, unless either Party provides written notice of its intent not to renew at least ninety (90) days prior to the expiration of the then current term.

7.2 Termination. This Agreement may be terminated in the following manners:

(a) In the event of a material breach of this Agreement, the non-breaching Party shall provide written notice of the breach to the other Party. If the breach is not cured within thirty (30) days after the breaching Party's receipt of written notice of such breach, the non-breaching Party may terminate this Agreement upon written notice.

(b) Notwithstanding the provisions of Section 7.2(a), in the event of a payment default by Sponsor under Section 4, Capital Rx shall provide written notice of such default to Sponsor. If Sponsor does not cure the payment default within ten (10) days after receiving such notice, Capital Rx may terminate this Agreement on written notice to Sponsor.

(c) By either Party if the other Party becomes insolvent, is dissolved or liquidated, makes a general assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy and such petition is not dismissed with prejudice within 45 days after the filing, or has a receiver appointed for a substantial part of its assets.

(d) After the first Contract Year, Sponsor may terminate this Agreement without cause given ninety (90) days' written notice to Capital Rx.

(e) By mutual written consent of the Parties; or

(f) As otherwise permitted in this Agreement.

7.3 Effect of Termination. Upon termination of the Agreement for any reason, Capital Rx shall cease to have any liability for payment of Claims incurred after the effective date of such termination. In the event that Capital Rx or any Participating Pharmacy is required by Law to continue providing any PBM Services after termination, Sponsor shall be liable to reimburse Capital Rx under the applicable terms of this Agreement.

7.4 Adverse Government Action. In the event any department, branch, or bureau of the federal, state or local government materially adversely affects the ability of a Party to perform its obligations under this Agreement, that Party shall provide the other Party with written notice of the nature of the action

having such adverse effect. During the immediately following sixty (60) day period, the Parties will, in good faith, attempt to negotiate a modification to the Agreement to minimize the adverse effects and to restore as closely as possible the original intention of this Agreement. If the Parties are unable to reach an agreement, then either Party may terminate this Agreement on thirty (30) days advance written notice.

7.5 This Agreement is subject to annual appropriation by the Monroe County Board of County Commissioners. In the event that funding lapses, this Agreement shall terminate immediately upon delivery of notice by the Sponsor, notwithstanding any language to the contrary in Section 7.1, but Capital Rx shall be paid for all services rendered up to the date of termination.

8. INDEMNIFICATION AND RELATED MATTERS

8.1 Capital Rx Indemnity. Capital Rx agrees to indemnify, defend and hold Sponsor and its subsidiaries, affiliates, and their officers, directors, employees, and agents (each a "Sponsor Indemnified Party"), harmless from and against any claims, actions, causes of action, damages, liabilities, and expenses (including without limitation attorneys' fees and litigation costs) (collectively, "Actions") asserted against a Sponsor Indemnified Party in the event the Action arises from Capital Rx's violation of Law, breach of this Agreement, or negligence or willful misconduct, by Capital Rx, its agents, designee or third parties at Capital Rx's request.

8.2 Sponsor Indemnity. To the extent permitted by Section 768.28, Florida Statutes, Sponsor agrees to indemnify, defend and hold Capital Rx and its subsidiaries, affiliates, and their officers, directors, employees, and agents (each a "Capital Rx Indemnified Party"), harmless from and against any Actions asserted against a Capital Rx Indemnified Party in the event the Action arises from Sponsor's violation of Law, breach of this Agreement,by Sponsor, Sponsor's agent or designee, or other third parties at the Sponor's request, or negligence or willful misconduct.

8.3 Indemnity Procedures. A Party seeking indemnification under this Section 8 (the "Indemnified Party") shall provide prompt written notice of any Action to the Party from whom indemnification is sought (the "Indemnifying Party"), provide reasonable assistance to the Indemnifying Party, not settle or compromise or consent to entry of judgment on any Action without the written consent of the Indemnifying Party, and not otherwise take any action, or fail to act, so as to compromise the Indemnifying Party's position with respect to the resolution or defense of any such Action. The failure to provide prompt notice will not constitute a waiver of rights under this Section 8 unless it results in material prejudice to the rights or defenses of the Indemnifying Party; provided, however, that if the Indemnified Party does not give timely notice, the Indemnifying Party shall not be liable for any of the Indemnified Party's costs and expenses incurred prior to such notice. An Indemnifying Party shall not settle or compromise or consent to the entry of judgment in any Action unless such resolution provides an unconditional release of the Indemnified Party from all liability relating to the Action, and does not contain any term or order that in any manner restricts or interferes with the business of the Indemnified Party or its Affiliates. The Indemnifying Party shall have the right, in its sole discretion, to select counsel and to control the defense and settlement with respect to any Action.

8.4 Insurance. During the term of this Agreement, Capital Rx will maintain the following insurance coverages:

- Professional liability, in the minimum amount of $1 million per occurrence/$2 million aggregate;
- General liability, covering premises operations, products and completed operations, blanket contractual liability, and personal injury liability, in the minimum amount of $1 million combined single limit;

- Cyber liability, covering data breach, network security liability, internet media, network extortion, regulatory proceedings, and PCI fines and costs, n the minimum amount of $1 million;
- Workers' compensation, in sufficient amounts to meet the requirements of Chapter 440, Florida Statutes; and
- Employer's liability, with limits of not less than $1 million bodily injury by accident/$1 million bodily injury by disease, policy limits, and $1 million bodily injury by disease, each employee.

Monroe County Board of County Commissioners will be named as an additional insured on the General liability and cyber liability policies.

Prior to execution of this Agreement by the Sponsor, Capital Rx must produce certificates of injurance showing coverages in force as listed above. Thereafter, Capital Rx shall keep the coverages in force throughout the term of this Agreement and shall produce certificates whenever a coverage lapses or expires.

8.5 Pharmacy Care. Sponsor acknowledges that, except to the extent provided in Section 8.1, Capital Rx assumes no responsibility for the nature or quality of pharmaceutical products dispensed, the provision or failure to provide pharmaceutical goods or services, or any action or inaction by Participating Pharmacies, pharmaceutical manufacturers, or other providers of care in connection with this Agreement.

8.6 Disclaimers. Capital Rx relies on First Data Bank, Medi-Span or other industry comparable databases in providing Sponsor and Members with PBM Services, including without limitation drug utilization review (DUR) services. Capital Rx has utilized due care in collecting and reporting the information contained in its databases and has obtained such information from sources believed to be reliable. In addition, the data available from Capital Rx through the databases and services provided hereunder is limited by the amount, type and accuracy of information made available to Capital Rx by Sponsor, Participating Pharmacies, Members and prescribers. Capital Rx has no obligation to acquire information about a Member beyond that provided in connection with enrollment and Claims information from Participating Pharmacies. Capital Rx does not warrant the accuracy of reports, alerts, codes, prices or other data contained in such databases. The clinical information contained in these databases and the Formulary, nor any information provided by Capital Rx in connection with its services (including DUR services) is not intended as a supplement to, or a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other healthcare professionals involved in Members' care. The absence of a warning for a given drug or drug combination in a database shall not be construed to indicate that the drug or drug combination is safe, appropriate or effective for any Member. In addition, services provided by Capital Rx, including without limitation any utilization management services, are not intended to substitute for the professional judgment and responsibility of the Member's physician.

8.7 Limitation of Liability. No Party shall be responsible for or have any obligation to indemnify, defend or hold harmless any other Party for (a) Actions arising out of or resulting from a breach of a duty or the negligence, willful misconduct or fraud of the other Party independent of this Agreement, or (b) any award of punitive or other exemplary damages arising out of this Agreement or out of its performance hereunder, regardless of the form of action and/or whether the Party is or was aware of the possibility of such damages. Capital Rx's liability for negligence or willful misconduct by Capital Rx will be limited to the per occurrence liability insurance amount set forth in Section 8.4.

9. GENERAL PROVISIONS

9.1 Compliance with Law. The Parties represent and warrant that, at all times under this Agreement, they will comply with all Laws governing the performance of their respective businesses and to the performance of their respective obligations hereunder, including without limitation any Laws, including but not limited to the Employee Retirement Income Security Act (ERISA), as amended and to the extent applicable to the Sponsor's pharmacy benefit program, relating to the disclosure or notification of plan benefits or Rebates to Groups and/or Members. The Parties further represent and warrant that each shall maintain all licenses, certifications, and/or qualifications that are required by Law relating to the operation of their respective businesses and/or to comply with their obligations under this Agreement.

9.2 Independent Contractors. The relationship between Capital Rx and Sponsor is solely that of independent contractors engaged in the operation of their own respective businesses. Nothing contained in this Agreement shall be construed as creating an employee/employer or agency relationship. Sponsor will not represent that Capital Rx or any of its Affiliates is a Plan Administrator or fiduciary of a Plan or any Group, as applicable, as those terms are used in the Employee Retirement Income Security Act, including applicable regulations. Capital Rx provides solely ministerial service functions in connection with the Plan(s) sponsored by Sponsor. Sponsor acknowledges that it has the sole authority to control and administer the Plan(s). Sponsor has complete discretionary, binding, and final authority to construe the terms of the Plan(s), to interpret ambiguous language, to make factual determinations regarding the payment of benefits, to review denied claims and to resolve any complaints by Members.

9.3 Entire Agreement. This Agreement and any schedules, exhibits, and/or addenda hereto constitute the entire contract between the Parties with regard to the subject matter hereof, and supersede all prior agreements and understandings between the Parties, both written and oral, relating to the subject matter hereof.

9.4 Amendment. This Agreement may be amended only in writing when signed by a duly authorized representative of each Party.

9.5 No Third Party Beneficiary. The Agreement is solely for the benefit of the Parties, and is not intended to create any interest in any third party.

9.6 Severability. In the event that any provision of this Agreement is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected, will be construed to preserve the intent and purpose of this Agreement, and shall continue to be valid and enforceable to the fullest extent permitted by law.

9.7 Assignment. Neither Party may assign this Agreement without the prior written approval of the other Party, provided however, that Capital Rx may assign this Agreement to an Affiliate. Capital Rx may provide any services either itself or through an Affiliate or subcontractor, and all references to Capital Rx relating to the provision of services shall be deemed to include the applicable Affiliate or subcontractor. Capital Rx shall be responsible to Sponsor for the performance of PBM Services, regardless of whether a service is performed by an Affiliate or subcontractor. For purposes of this Agreement, Affiliates and Participating Pharmacies shall not be considered subcontractors.

9.8 Headings. The headings to the sections and subsections of this Agreement shall be disregarded in its interpretation.

9.9 Force Majeure. Neither Party will be deemed to have breached this Agreement or be responsible for any failure of performance hereunder if the Party was prevented from complying with its obligations by a cause or causes beyond its reasonable control. Such causes include, without limitation, fires, earthquakes, floods, storms and other natural disasters; acts of God; strikes, lockouts, and boycotts; acts of war, riots or other insurrections; failure of communications, electric, or similar utility lines; or a change in Law occurring after the Effective Date.

9.10 No Waiver. The failure of either Party to enforce or insist upon compliance with any provision of this Agreement shall not be construed as or constitute a waiver of the right to enforce or insist upon compliance with such provision in the future.

9.11 Construction. The Parties jointly prepared this Agreement and have had the opportunity to consult with counsel about its terms. No rule of construction relating to ambiguity shall be applied against any one Party and in favor of the other.

9.12 Approvals. Whenever approval of a Party is required under this Agreement, such approval will not be unreasonably withheld.

9.13 Choice of Law. This Agreement shall be construed and governed in accordance with the laws of the state of New York without reference to conflict of laws provisions. However, all matters relating to the Mail Order Pharmacy and Specialty Pharmacy shall be governed by the law of the state in which the pharmacy is located.

9.14 Dispute Resolution. In the event that any dispute, claim or controversy relating to this Agreement arises between Capital Rx and Sponsor, the Parties will meet and make a good faith effort to resolve the dispute.

9.15 Notices. Any notice required under this Agreement shall be in writing and sent either by hand delivery, by overnight delivery by a nationally recognized courier service, or by certified mail, return receipt requested, in each case address as follows:

If to Sponsor:	Monroe County Board of County Commissioners 1100 Simonton St. Suite 2-268 Key West, FL 33040 Attention: County Administrator
If to Capital Rx:	Capital Rx, Inc 228 Park Avenue S. #87234 New York, NY 10003 Attention: Legal

Any notice shall be deemed to have been given as of the date of hand delivery or as of the date of receipt if delivery is via cerfiied mail or a nationally recognized courier service, as the case may be.

9.16 Counterparts; Facsimiles. This Agreement may be executed by any of the following methods. (a) The Parties will sign two identical originals of this Agreement, and each Party, after countersignature, will retain one (1) original; (b) This Agreement may be executed in one or more counterparts, each of which may be signed by no more than one Party, and all of which originals taken together shall be considered one and the same agreement; or (c) Both parties can sign electronically. An electronic signature is equally as effective as a hard copy ("wet") signature.

9.17 Survival. The provisions of Sections 4, 5, 6, 8, 9.14 and 9.15 will survive the termination of this Agreement.

9.18 No Restrictions. No Party has any conflict of interest that would impair its ability to perform its obligations under this Agreement. No Party is subject to any restrictions, whether under Law, contract, or otherwise, that would prevent it from entering into this Agreement or performing its obligations hereunder. Neither the execution nor delivery of this Agreement nor the transactions contemplated hereunder will be a violation of any term or provision of the Party's governance documents.

9.19 Organization and Authority. Each Party is duly organized and in good standing, and has the power to carry on its respective business. The execution and delivery of this Agreement and the transactions contemplated hereunder have been authorized by all necessary action by each Party. Each Party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to bind such party to all terms and conditions of this Agreement.

9.20 The terms and conditions contained in Schedule E, Attachments A-E, attached to this Agreement, are incorporated into this Agreement as though fully set forth herein. To the extent that any terms in the Agreement are inconsistent with the Attachments, the terms in the Attachments shall control.

9.21 The representations contained in the Proposal submitted on or about April 2, 2020 by Capital Rx to the Request for Proposals for Pharmacy Benefits Manager are incorporated by reference in this Agreement as though fully set forth herein.

10. EMPLOYER GROUP WAIVER PLAN (EGWP)

10.1 The Sponsor wishes to enroll its Medicare Eligible retirees into a Medicare Part D Employer Group Waiver Plan (EGWP) with supplemental wraparound ("Wrap") benefits to be sponsored by the Sponsor and administered by Capital Rx in accordance with the applicable federal and state laws and regulations governing such plans. The terms and conditions by which the EGWP will be administered are set forth in Schedule F.

11. PROTECTED HEALTH INFORMATION

11.1 Each Party will have access to Protected Health Information (PHI) as that term is defined by HIPAA. Each Party agrees for itself and its employees that PHI shall not be used for any impermissible purposes, including without limitation, the use of PHI for disciplinary or discriminatory purposes, and further agrees that any user names and passwords assigned to designated individuals shall not be shared with non-designed individuals. Each Party agrees to execute a HIPAA Business Associate Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by affixing the signatures of duly authorized officers.

SPONSOR
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

Name: Heather Carruthers

Title: Mayor

Date: August 19, 2020

ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

CAPITAL RX, INC.

By: Laura Alemzadeh

Name: Laura Alemzadeh

Title: Vice President of Legal

Date: 08/06/2020

APPROVED AS TO FORM AND CONTENT:
MONROE COUNTY ATTORNEY'S OFFICE

Cynthia L. Hall

8-21-2020

FILED FOR RECORD
2020 OCT 16 AM 9:43
CLERK OF CIR. CT.
MONROE COUNTY, FLA

SCHEDULE A
PBM SERVICES

Capital Rx will provide the PBM Services set forth in this Schedule A.

1. RETAIL PHARMACY

A. Network Management. Capital Rx will establish and maintain a network of Retail Pharmacies that agree to provide Covered Pharmaceuticals to Members under Law, applicable standards of care, and the terms and conditions set forth in the applicable pharmacy agreements. Capital Rx is responsible to contract with such pharmacies.

B. Network Access. Members will have access to the network of Retail Pharmacies established and maintained by Capital Rx to deliver Covered Pharmaceuticals to Members. Capital Rx will maintain or develop a network in Sponsor's service area(s) that meets reasonable access standards. Capital Rx will notify Sponsor within thirty (30) days of any changes to the Retail Pharmacy network that will materially impact the ability of Members to obtain Covered Pharmaceuticals hereunder.

C. Help Desk. Capital Rx will provide toll-free access to Participating Pharmacies to obtain assistance with eligibility, Claims processing, DUR, and similar issues.

D. Auditing. Capital Rx shall conduct audits of its participating Retail Pharmacies. Such audits may include:

1. Statistical Auditing. A periodic computerized analysis of those pharmacies handling a significant number of Claims, which compares their Claims activity to the Claims activity of similar pharmacies. This information shall be used for, among other things, audit selection.

2. Auditing. Desk audits on selected pharmacies to ensure compliance with the terms of the pharmacy agreement.

3. Audit Recoveries. Capital Rx will provide one hundred percent (100%) of all audit recoveries to Sponsor.

E. Pricing & Reconciliation. The pricing and reconciliation terms applicable to Retail Pharmacies are set forth in Schedule B.

2. MAIL ORDER PHARMACY

A. Services. Capital Rx shall maintain, operate and/or provide a Mail Order Pharmacy that dispenses Covered Pharmaceuticals to Members through the U.S. Mail or other carrier. Capital Rx may change the Mail Order Pharmacy upon sixty (60) days advance written to Sponsor.

B. Procedures. The Mail Order Pharmacy will receive prescriptions from Members via the U.S. mail or other carrier, facsimile, electronically, or through other means, in each case at an address, number, or other designation specified by Capital Rx, which is subject to change from time to time at Capital Rx's discretion. The Mail Order Pharmacy shall have

no obligation to fill any prescription for Covered Pharmaceuticals that is not accompanied by an appropriately completed order form and the payment of any applicable Cost Share.

C. Standards. Subject to reasonable processing parameters, Capital Rx will dispense Covered Pharmaceuticals in accordance with the prescription to the address designated by the Member, as long as such addresses are located in the United States or Puerto Rico. Capital Rx will dispense Covered Pharmaceuticals in accordance with Law and standards of care prevalent in the mail service pharmacy industry.

D. Member Services. Capital Rx will provide a toll-free telephone number for Members to use in order to speak with a pharmacist or other appropriate representative. Capital Rx will provide materials explaining how to access and use the Mail Order Pharmacy.

E. Professional Judgment. Nothing herein shall be construed to prohibit or otherwise limit the ability of any pharmacist to exercise his or her professional judgment, including the refusal to fill a prescription. Further, nothing herein shall be construed to require the Mail Order Pharmacy to stock all federal legend drugs.

F. Pricing & Reconciliation. The pricing and reconciliation terms applicable to the Mail Order Pharmacy are set forth in Schedule B.

3. SPECIALTY PHARMACY

A. Services. Capital Rx shall maintain, operate and/or provide a Specialty Pharmacy that dispenses Specialty Drugs to Members through a commercial carrier. The terms of Schedule A, Section 2 above shall also apply to the Specialty Pharmacy, except as otherwise provided in this Agreement.

B. Pricing & Reconciliation. The pricing and reconciliation terms applicable to the Specialty Pharmacy are set forth in Schedule B.

4. FORMULARY AND REBATE ADMINISTRATION

A. Establishment of Formulary. Capital Rx shall establish and provide a Formulary for Sponsor. The drugs included on the Formulary have been evaluated by a Pharmacy and Therapeutics Committee and may change from time to time as a result of a number of factors, including but not limited to medical appropriateness, cost-effectiveness and generic availability. Capital Rx shall work with Sponsor to effect the adoption, distribution, and implementation of such Formulary.

B. Formulary Programs. Capital Rx may implement its standard formulary management programs, which may include communications with Members, pharmacies, and/or physicians, clinical or other coverage rules/criteria, compliance and/or adherence programs, generic substitution and/or therapeutic interchange programs, financial incentives, and other measures to promote cost effectiveness of the Formulary.

C. Rebates. Capital Rx will arrange for the provision of Rebates from pharmaceutical manufacturers, including the contracting and administration of a Rebate program. Capital Rx earns Rebates based upon the utilization of certain Covered Pharmaceuticals on the

Formulary. The availability and amount of Rebates will depend upon the Plan's Benefit Design and other factors.

D. Rebate Terms. The amount and timing of Rebates payable to Sponsor are set forth in Schedule B. As a condition of receiving payments hereunder, Sponsor will implement Formulary and Capital Rx formulary management programs, and provide documentation reasonably requested and/or required by Capital Rx regarding the implementation of such Formulary, programs, and any related clinical or other coverage rules or criteria.

5. CORE ADMINISTRATIVE SERVICES

Capital Rx will provide the following Core Administrative Services, which are included within the Core Administrative Fee set forth in Schedule B:

A. Eligibility Services
1. Administration of eligibility based upon Sponsor-provided information in a format acceptable to Capital Rx
2. Updates to Sponsor's eligibility in accordance with this Agreement

B. Member Communications
1. Standard Capital Rx Welcome Packages (mailed to Sponsor)
2. Other standard Capital Rx Member materials (e.g., claim forms)

C. Claims Processing and Payment
1. Adjudication of Claims from Participating Pharmacies through Capital Rx's designated on-line electronic claims processing system
2. Administration of Sponsor's Benefit Design in accordance with accepted industry standards
3. Payments to Participating Pharmacy under applicable contracts
4. Coordination of benefits (COB)(reject for primary carrier, electronic only)
5. Sponsor access to claim system for up to two (2) user IDs by specific, identified Sponsor employees only

D. Customer Service
1. Toll-free telephone number for Sponsor, Members, and physicians for all claims
2. Availability of toll-free number 24 hours a day, 7 days a week
3. Responses regarding eligibility, Claims, prior authorization status, drug coverage, enrollment status, and other matters related to PBM Services

E. Drug Utilization Review ("DUR") Services
1. Prospective DUR -- provision of educational materials to certain Participating Pharmacies, Members, and/or prescribers
2. Concurrent DUR -- automated for point of sale transactions; edits include clinical and other edits that Capital Rx may develop and/or change from time to time.
3. Retrospective DUR – evaluation of Member claims history and communications to Member, Participating Pharmacies and/or prescribers to promote health and/or decrease costs

F. Reporting
1. Standard plan reporting package, including utilization and eligibility reports

2. Standard billing reports package
3. Claims detail extract
4. Web access, including standard and ad hoc reporting capabilities
5. Quarterly performance reviews – in person or virtual, at election of Sponsor

G. Member Web Portal
1. Drug lookup
2. Pharmacy lookup
3. Formulary, Mail Order, and Claim information

H. Claims Runout (post-termination)
1. Upon Sponsor request, Capital Rx will pay Claims incurred prior to termination but where the Claim is submitted after termination of the Agreement for six (6) months after termination
2. Capital Rx invoicing and compensation per the Agreement prior to termination

6. VALUE-ADDED ADMINISTRATIVE SERVICES

Sponsor will pay for the Value-Added Administrative Services provided by Capital Rx upon request or use by Sponsor as set forth in Schedule B.

7. UTILIZATION REVIEW

A. Sponsor delegates to Capital Rx the authority to perform administrative and/or clinical initial coverage determinations and appeals (whether first level, second level, or urgent) filed by or on behalf of Members. In the event Capital Rx issues a denial in connection with the final level of internal (plan) appeal, Capital Rx will, on Sponsor's behalf, provide the Member access to a panel of Independent Review Organizations (IROs) for the purpose of obtaining an external review if desired. Capital Rx may offer the services of different IROs, or otherwise change the composition of the panel, during the term of the Agreement. Capital Rx offers access to such IROs as a convenience to Sponsor, and Sponsor at all times retains the responsibility and authority to determine the IROs that will perform external reviews for its Plan.

B. Capital Rx will perform all services under this Section 7 in accordance with Law, including, as applicable, the U.S. Department of Labor Claims Procedure Regulations, 29 C.F.R. §2560.503-1.

C. The services set forth under this Section 7 are Value Added Administrative Services, except that administrative (non-clinical) initial coverage determinations are included within the Core Administrative Fee.

SCHEDULE D
PERFORMANCE GUARANTEES

The Performance Guarantees will be adjusted equitably by the Parties to the extent that Capital Rx has suffered a force majeure event during the applicable measurement period.

Capital Rx will diligently attempt to maintain its performance at the levels represented herein, provided that failure to achieve or maintain those levels does not constitute a material breach under Section 7.2 for purposes of the termination provisions set forth in the Agreement unless otherwise set forth below. The Parties further agree that any financial penalties determined under this Agreement payable by Capital Rx shall be payable solely on the account of a failure to satisfy its Performance Guarantee(s) and the payment of any financial penalties shall not serve to waive any material breach by Capital Rx of its duties under this Agreement.

Unless otherwise stated in this Schedule D, Performance Guarantees shall be measured across Capital Rx's Book of Business based on Capital Rx's standard calculation methodology. For purposes of this Schedule D, "Book of Business" shall mean measured in the aggregate across all Capital Rx clients.

Capital Rx will have at risk an amount not to exceed $30,000 per Contract Year. The amount may be allocated at Sponsor's discretion provided: 1) No Performance Guarantee has more than a 20% allocation; 2) the total amount equals 100% of the total amount at risk; 3) Capital Rx receives written notice of Sponsor's allocations at least thirty (30) days prior to the Start Date or the anniversary date of the Start Date.

Capital Rx shall provide the Performance Guarantee report card no later than ninety (90) days after the end of the applicable Contract Year. Any applicable amounts owed to Sponsor will be paid within thirty (30) days following the month report card is delivered.

Performance Guarantees Measured on a Capital Rx Book of Business Basis:

System Availability. Capital Rx's online Claims processing system will be available for access by Capital Rx's contracted pharmacies no less than 99% of the time, excluding normal scheduled maintenance. This standard will not apply when Capital Rx does not have total control over the environment or communication links that impact the Claims adjudication process due to third-party involvement. Scheduled maintenance will not be performed during routine pharmacy business hours. This is measured and reported on a Contract Year and Capital Rx Book of Business basis.

Mail Turnaround Time (Not Requiring Intervention). Within an average of two (2) Business Days of receipt, Capital Rx shall dispense all clean (not requiring intervention or clarification) Mail Order Pharmacy prescriptions. The average calculation is determined by taking the total number of prescriptions (as recorded by Capital Rx's systems) multiplied by the number of days these prescriptions took to ship divided by the total number of prescriptions. This is measured and reported on a Contract Year and Capital Rx Book of Business basis.

Mail Turnaround Time (Requiring Intervention). Within an average of five (5) Business Days of receipt, Capital Rx shall dispense all non-clean (requiring intervention or clarification) Mail Order Pharmacy prescriptions. The average calculation is determined by taking the total number of prescriptions (as recorded by Capital Rx's systems) multiplied by the number of days these prescriptions

took to ship divided by the total number of prescriptions. This is measured and reported on a Contract Year and Capital Rx Book of Business basis.

Member Services Average Speed of Answer. Inbound calls to Capital Rx's toll-free Line shall be answered within thirty (30) seconds. This Performance Guarantee is measured and reported on a Contract Year and Book of Business basis.

Member Services Abandonment Rate. Inbound calls to Capital Rx's toll-free Customer Service Line shall be answered with an abandonment rate of 3% or less. Measurement includes calls routed to an IVR and excludes calls abandoned by the Plan Participant within the first thirty (30) seconds. This Performance Guarantee is measured and reported on a Contract Year and Book of Business basis.

Member Services- First Call Resolution. Capital Rx guarantees that inbound calls to Capital Rx's toll-free Line will have a blockage rate of 1% or less. This Performance Guarantee is reported and measured on a Contract Year and Book of Business basis.

Performance Guarantees Measured on a Sponsor Specific Basis:

Electronic Claims Processing Accuracy. Electronic Claims processing accuracy for both Retail Pharmacies and the Mail Order Pharmacy will be at least 98% in any Contract Year for which Sponsor conducts a Claims audit as provided in the Audit Rights section of this Agreement. Upon a final and conclusive determination of any discrepancies discovered by such a Claims audit, the electronic claims processing accuracy rate shall be calculated based upon the following formula: ((total number of electronic retail and mail service paid Claims processed in sample) - (number of electronic retail and mail service paid Claims processed financially incorrect in sample)) / (total number of electronic retail and mail service paid Claims processed in sample). This Performance Guarantee is measured and reported on a Contract Year and Sponsor specific basis.

Overall Implementation. Capital Rx guarantees Sponsor's implementation will be finalized at least fifteen (15) days prior to commencement of Sponsor's contract period. Implementation shall include the loading of Sponsor's eligibility files, programming Sponsor's plan design, and testing the claims processing for both mail and retail prescriptions. Implementation shall also include the mailing of ID cards to all eligible members. For the purpose of this guarantee, this category is reported on a Contract Year and Sponsor specific basis.

Implementation- ID Cards. Capital Rx guarantees that 98% of new Members will be mailed ID cards and/or Welcome Booklets within five (5) Business Days of receipt of a clean, accurate and complete electronic file for ongoing eligibility updates. Implementation and re-issues are not considered part of this guarantee. This is measured and reported on a Contract Year and Sponsor specific basis.

Eligibility Updates. Capital Rx guarantees 98% of ongoing eligibility updates shall be accurately processed within two (2) Business Days of receipt of a clean and complete Eligibility Information in an agreed upon format. This is measured and reported on a Contract Year and Sponsor specific basis.

Account Management Overall Satisfaction. A satisfaction survey shall be conducted annually among Sponsor's Account Management Team. Overall satisfaction ratings of at least 3 on a 5-point scale (5 is best rating) shall be guaranteed. For the purposes of this guarantee, satisfaction shall be defined as Satisfied or better on the following 5-point scale; Completely Satisfied, Very

Satisfied, Satisfied, Dissatisfied, Very Dissatisfied. Capital Rx shall be responsible for survey design, data collection, analysis and all costs associated with conducting the surveys. This is measured and reported on a Contract Year and Sponsor specific basis.

Plan Participant Submitted Paper Claim Turnaround Time. Within a weighted average of ten (10) Business Days, Capital Rx shall process 95% of all Member paper Claims not requiring clarification. This is measured and reported on a Contract Year and Sponsor specific basis.

Reporting. Capital Rx's standard quarterly prescription drug plan reporting will be provided on a quarterly basis no later than thirty (30) days after the last calendar day of the applicable quarter. This Performance Guarantee is measured and reported on a Contract Year and Sponsor specific basis.

SCHEDULE E
ATTACHMENTS A-E

ATTACHMENT A

Certification Regarding Debarment or Suspension

In compliance with Agreements and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a proposal in response to this Request for Proposal:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of Agreements from the United States federal government procurement or non-procurement programs, or are listed in the Excluded Parties List System in the System for Award Management (SAM) issued by the General Services Administration.

2. Principals, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

3. The Proposer shall provide immediate written notice to the MCBOCC Director of Purchasing if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of other circumstances. Type to enter text

4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to MCBOCC's Director of Purchasing may terminate the Agreement resulting from this solicitation for default.

Printed Name of Representative: Ron Roscia, Vice President, Strategy

Signature/Date:  4/2/2020

Company Name: Capital Rx

Address: 85 Broad Street

City/State/Zip: New York, NY 10004

SSN or EIN No: 35-2612946

ATTACHMENT B

Condition of Submitting Proposal

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms, and conditions of the RFP and Agreement and certifies:

1. It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms, and conditions of the RFP and Agreement.
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms, and conditions of the RFP and the Agreement. Further, if awarded, Proposer agrees to perform the requirements, specifications, terms, and conditions of the RFP and Agreement.
3. All statements, information, and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Proposer acknowledges that Monroe County Board of County Commissioners' (MCBOCC) will rely on such statements, information, and representations in selecting the successful proposer(s).
4. That the prices quoted shall be MCBOCC's pricing for the product and/or services for the time stated in the RFP.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its Proposal.
6. Proposer acknowledges that the Agreement may be canceled at any time, if any conflict of interest or appearance of a conflict of interest is discovered by MCBOCC, in its sole discretion.
7. All purchase orders must be duly authorized and executed by MCBOCC and subject to the terms and condition of the RFP and Agreement.

☐ By checking this box, Proposer agrees that MCBOCC reserves the right to extend the terms, conditions, and prices of this Agreement to other Institutions (such as State, Local and/or Public MCBOCC) who express an interest in participating in any Agreement that results from this RFP. Each of the piggyback institutions will issue their own purchasing documents for the goods/ services. Proposer agrees that MCBOCC shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

VENDOR LEGAL NAME: Capital Rx

AUTHORIZED SIGNATURE:	**DATE:** 4/2/2020
PRINT NAME: Ron Roscia	**TITLE:** Vice President, Strategy

ATTACHMENT C

Agreement Standard Terms & Conditions

1. **Delivery and Installation.** All deliveries of goods or performance of services shall be made pursuant to a written purchase order issued by MCBOCC, which assumes no liability for any goods delivered or services performed without such purchase order. Goods defined in this Agreement will be ordered and supplied on an as needed basis only. Nothing in this Agreement shall be construed as a minimum guarantee of goods to be ordered from Proposer.

2. **Compensation.**

   MCBOCC will pay upon presentation of a proper invoice for non-construction services in accordance with the Florida Local Government Prompt Payment Act, F.S. 218.70 *et seq.*

   Proposer shall submit a written report with invoice to MCBOCC each month setting forth the services provided in the billing period. Such report shall include, but not limited to, description of type of service, date, time and duration of service, agendas, sign-in sheets, attendance rosters. Request for reimbursement of any costs or expenses (including but not limited to travel expenses) must be accompanied by actual receipts. MCBOCC will only reimburse for actual expenses (not, for example, overhead on top of expenses). Payment of invoices may be withheld if documentation is not sufficient. MCBOCC may request additional documentation or explanation regarding services at any time and Proposer shall respond to such requests promptly with such additional information as MCBOCC may require. Failure to provide such additional information or explain why it cannot be provided within thirty days of receipt of the request from MCBOCC may be cause for termination of this Agreement.

3. **Taxes.** MCBOCC is exempt from sales and use taxes. Furthermore, Proposer understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MCBOCC.

4. **Warranty.**

   a) Proposer warrants that for a period of one year from the date of delivery, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained. Such purposes are stated in the RFP.

   b) During the warranty period, Proposer shall, at the sole option of MCBOCC, repair or replace any defective goods, by written notice to the Proposer.

5. **License.** Proposer warrants and represents that it is the owner of or otherwise has the right to and does hereby grant MCBOCC a license to use any software provided for the purposes for which the software was obtained. Such purposes are set forth in MCBOCC's RFP.

6. **Terms of Service.** In the event of any conflict between the terms of this Agreement

and the Proposer's standard Terms of Service ("TOS"), any terms posted on Proposer's website or application, or any terms for which a user is required to click "accept" on-line in order to log in to Proposer's application, the terms of this Agreement shall control.

7. **Copyright, Trademark, Service Mark, or Patent Infringement**

   a) Proposer shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MCBOCC to the extent that it is based on a claim that the products or services furnished infringe upon a copyright, Trademark, Service Mark, or patent. Proposer shall further indemnify and hold harmless MCBOCC against any award of damages and costs made against MCBOCC by a final judgment of a court of last resort in any such suit. MCBOCC shall provide Proposer immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Proposer to do so. No costs or expenses shall be incurred for the account of Proposer without its written consent. MCBOCC reserves the right to participate in the defense of any such action. Proposer shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon MCBOCC unless approved by the county's Legal Counsel.

   b) If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Proposer's obligation to satisfy the final award, Proposer may at its option and expense:

      i) Procure for MCBOCC the right to continue using the products or services, or

      ii) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MCBOCC, so that they become non-infringing, or

      iii) Remove the products or discontinue the services and cancel any future charges pertaining thereto, provided, however, that Proposer will not exercise option b.iii., until Proposer and MCBOCC have determined that options b.i. and b.ii. are impractical.

   c) Proposer shall have no liability to MCBOCC, however, if any such infringement or claim thereof is based upon or arises out of:

      i) The use of the products or services in combination with apparatus or devices not supplied or else approved by Proposer, or

      ii) The use of the products or services in a manner for which the products or services were neither designated nor contemplated, or

      iii) The claimed infringement in which MCBOCC has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. **Termination for Breach**. Should Proposer fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, MCBOCC shall have the right to immediately terminate the Agreement.

Such termination shall not relieve Proposer of any liability to MCBOCC for damages sustained by virtue of any breach by Proposer. Proposer shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to Proposer and is not dismissed within thirty (30) days.

9. **Termination for Funding.** Any Agreement arising from this RFP is subject to annual appropriation by MCBOCC. In the event MCBOCC, in its sole discretion, does not or cannot obtain or continue the funding of this Agreement from any source or sources at an aggregate level sufficient to allow for payment for the Work, MCBOCC may exercise one of the following alternatives: (1) terminate this Agreement effective upon a date specified in a Termination Notice; or (2) continue this Agreement by reducing, through written notice to Proposer, the amount of this Agreement and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding. Any termination or reduction of this Agreement pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MCBOCC shall not face any liability or penalty as a result of such termination or reduction of this Agreement.

10. **Termination for Convenience.** MCBOCC may terminate this Agreement at any time upon thirty (30) days written notice to Proposer. Proposer shall be paid in full for all authorized expenditures and any goods or services satisfactorily provided through the date of termination, but in no case shall MCBOCC be liable to Proposer for compensation for any good or service which has not been rendered. A termination for convenience shall not be a breach of this Agreement by MCBOCC. The final decision as to the amount, for which MCBOCC shall be liable, shall be determined by MCBOCC. Proposer shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MCBOCC's exercise of its right to terminate for convenience.

11. **Compliance with Laws.** Proposer agrees to comply with any applicable federal, state and local laws and regulations.

12. **Maintenance of Records.** Proposer shall maintain documentation for all charges against MCBOCC. The books, records, and documents of Proposer, insofar as they relate to work performed or money received under the Agreement, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MCBOCC or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. If an auditor employed by the County or Clerk of Courts determines that monies paid to the Company pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Proposer shall repay the monies together with interest calculated pursuant to F.S. 55.03, running from the date the monies were paid to the Proposer.

13. **MCBOCC Property.** Any MCBOCC property, including but not limited to books, records and equipment, that is in Proposer's possession shall be maintained by Proposer in good condition and repair, and shall be returned to MCBOCC by Proposer upon termination of the Agreement. All goods, documents, records, and other work product and property produced during the performance of this Agreement are deemed to be MCBOCC property.

14. **Partnership/Joint Venture**. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

15. **Insurance**. During the term of this Agreement, Proposer shall maintain comprehensive general liability insurance including cyber, automobile liability insurance, and professional liability and if necessary, commercial umbrella insurance, each with limits not less than one million dollars ($1,000,000.00), each occurrence. The MCBOCC shall be included as an additional insured on the comprehensive general liability policy. Commercial general liability shall apply as primary insurance with respect to any other insurance or self- insurance programs afforded to MCBOCC. There shall be no endorsement or modification to make insurance excess over other available insurance. Proposer shall maintain workers' compensation insurance with statutory limits as required by the State of Florida or other applicable laws and employers' liability insurance with limits of not less than five hundred thousand dollars ($500,000). A certificate of insurance, in a form satisfactory to MCBOCC, evidencing said coverage shall be provided to MCBOCC prior to commencement of performance of this Agreement. All certificates of insurance for general, automobile, commercial umbrella and cyber liability policies shall name MCBOCC as an additional insured in addition to certificate holder.

    Throughout the term of this Agreement, Proposer shall provide an updated certificate of insurance upon expiration of the current certificate.

16. **Indemnification and Hold Harmless**. Proposer shall indemnify and hold harmless MCBOCC, its officers, agents and employees from:

    a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Proposer, its officers, employees and/or agents, including its sub or independent Proposers, in connection with the performance of the Agreement.

    b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Proposer, its officers, employees and/or agents, including it sub or independent Proposers, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

    c) MCBOCC will not indemnify, defend or hold harmless in any fashion the Proposer from any claims, regardless of any language in any attachment or other document that the Proposer may provide.

17. **Attorney Fees**. Proposer agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, or in the event MCBOCC prevails, Proposer shall pay all expenses of such action including MCBOCC's attorney fees and costs at all stages of the litigation.

18. **Assignment—Written Consent Required**. The provisions of this Agreement shall

inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of Proposer here under shall be assigned or transferred in whole or in part without the prior written consent of MCBOCC. Any such assignment or transfer shall not release Proposer from its obligations hereunder.

19. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

20. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

21. **Governing Law/Venue.** Florida law shall govern regardless of any language in any attachment or other document that the Proposer may provide. Any action between the parties arising from this agreement shall be maintained in the courts of Monroe County, Florida.

22. **Modification of Agreement.** This Agreement may be modified only by prior written amendment executed by all parties and their signatories hereto.

23. **Waiver.** No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

24. **Severability.** Should any provision of this Agreement be declared invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

25. **Privacy.** With regard to any reports, studies, or other works developed in the course of this Agreement, or as a result thereof, Proposer shall not publish Private Information or any other information which identifies employees, or officers of MCBOCC by name without first obtaining written consent from such individuals, or in the case of a minor, his or her parent or legal guardian. Proposer shall provide to MCBOCC for its review any proposed publication, brochure, or advertisement in which MCBOCC is named not less than thirty (30) calendar days prior to submission for publication and Proposer shall remove MCBOCC's name or information identifying MCBOCC from the publication if MCBOCC requests removal. Proposer shall not issue, publish, or divulge any Materials developed or used in the performance of this Agreement or make any statement to the media relating to this Agreement without the prior consent of MCBOCC. In no event shall the Proposer publish, display, or in any way use the County seal for its commercial purposes (F.S. 165.043).

26. **Contingent Fees.** Proposer hereby represents that Proposer has not been retained, or retained any persons, to solicit or secure a MCBOCC Government Agreement upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial

selling MCBOCC for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a Proposer or sub-Proposer under MCBOCC Government Agreements.

27. **Gratuities and Kickbacks / Ethics Clause.** The Proposer shall warrant that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Monroe County Ordinance No. 010-1990 or any current County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the current or former County officer or employee.

28. **Ethics/ Conflicts of Interest / Gift Policy.** The parties recognize and agree that MCBOCC is required to comply with the standards of conduct for public officers and employees laid out in the Florida Ethics Code contained in F.S. 112.313 as well as its own Ethics Policy, contained in the Monroe County Personnel Policies & Procedures Manual, regarding, but not limited to, solicitation or acceptance of gifts, doing business with one's own MCBOCC, unauthorized compensation, misuse of public position, conflicting employment or contractual relationship, and disclosure or use of inside information. Among other things: No MCBOCC employer, officer or agent may participate in the selection, award, or administration of a Agreement if he or she has a real or apparent conflict of interest. Such a conflict would arise if the employee, officer or agent, or any member of his or her immediate family, receives a tangible personal benefit from a firm that receives or under consideration for a Agreement. The officers, employees and agents of the County may not accept any gift of value in excess of $25.00, and may not accept any gifts of any amount, if the expectation is that the gift giver will receive something of value in return for the gift. County employees, officers and agents who violate the State Ethics Code or the MCBOCC ethics policy will be subject to disciplinary actions, up to and including termination as well as possible criminal prosecution.

29. **E-Verify.** The Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of the Agreement and shall expressly require any subProposers performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subProposer during the Agreement term.

30. **Non-Discrimination.** It is the policy of the MCBOCC not to discriminate on the basis of age, race, sex, color, national origin, pregnancy, religion, gender or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Proposer certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits

of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MCBOCC's Agreement programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, pregnancy, religion, gender or any other classification protected by federal or Florida State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of Agreements with MCBOCC or in the employment practices of MCBOCC's Proposers. Accordingly, all Proposers entering into Agreements with MCBOCC shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

31. **Compliance with the Americans with Disabilities Act**. The Proposer will be required to provide assurances that it does not discriminate on the basis of disability in admission to, access to, or operations of its program, services, or activities, including hiring or employment practices. The Proposer will insure that qualified applicants and participants with disabilities in its services, programs, or activities have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

32. **Florida Public Records Law.** Pursuant to F.S. 119.0701, Proposer and its sub Proposers shall comply with all public records laws of the State of Florida, including but not limited to:

a. Keep and maintain public records required by Monroe County in order to perform the service.

b. Upon request from the public MCBOCC's custodian of public records, provide the public MCBOCC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Proposer does not transfer the records to the public MCBOCC.

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

technology systems of Monroe County.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY, AT (305) 292-3470, bradley-brian@monroecounty-fl.gov, c/o Monroe County Attorney's Office, 1111 12th St., Suite 408, Key West FL 33040.

33. **Effective Date.** This Agreement shall not be binding upon the parties until it has been signed first by the Proposer and then by the authorized representatives of the MCBOCC and has been filed in the office of the County Clerk. When it has been so signed and filed, this Agreement shall be effective as of the date first written above.

34. **Public Entity Crime Statement F.S. 287.133:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a Agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Proposer, supplier, sub-Proposer, or consultant under an Agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

I, Ronald Roscia of the city of Key Largo, FL according to law on my oath, and under penalty of perjury, depose and say that:

I am Ronald Roscia of the firm of Capital Rx the respondent making the Proposal for the project described in the Notice for Calling for bids for: Monroe County PBM and that I executed the said proposal with full authority to do so:

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

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

No attempt has been made or will be made b the respondent to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; and

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

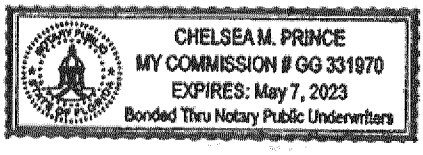
(Signature of Respondent) 3/30/20 (Date)

STATE OF: Florida

COUNTY OF: Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Ronald Roscia who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 30 day of March, 2026.

Chelsea Prince
NOTARY PUBLIC
My Commission Expires: May 7, 2023.



ATTACHMENT E
DRUG-FREE WORKPLACE FORM

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

CAPITAL RX
(Name of Business)

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

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

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

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

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

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

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

STATE OF FLORIDA

COUNTY OF MONROE

(Signature of Respondent)

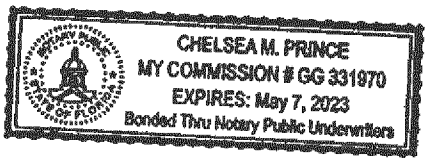
3/30/20
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

30 TH day of MARCH, 2020

Chelsea Prince My commission expires: NOTARY PUBLIC



SCHEDULE F
EGWP



Group Retiree Health Proposal for: Monroe County, FL

Proposal Summary

We appreciate the opportunity to propose a group retiree health program that will meet the needs of Monroe County and their Medicare-eligible retiree population. The proposed program is a fully-insured group Medicare Part D prescription drug plan for the post-65 retirees of Monroe County effective January 1, 2021.

Highlights of the Group Medicare Prescription Drug Plan

The proposed prescription drug plans are Employer Group Waiver Plans (EGWP), provided through Capital Rx. Capital Rx subcontracts EGWP services through Benistar Administrative Services, who uses Express Scripts Insurance Company (ESIC) as the risk bearing entity. ESIC contracts with the Centers for Medicaid and Medicare Services (CMS) to serve as a Medicare Part D Plan Sponsor. Capital Rx working together with Benistar and ESIC, manages compliance with CMS regulations regarding Part D plans. Features include:

- Fill the Donut Hole – Plan designs are available that fill the Medicare Part D Coverage Gap, commonly referred to as the "donut hole". Plans can cover brand drugs and generics in the coverage gap, or just generics, based on the group's desired plan design.
- Enhanced Catastrophic Coverage – Full-coverage plans standardly put a maximum on Catastrophic Coverage copays/coinsurance; once in this coverage phase, members will never have a copay/coinsurance which exceeds that of their Initial Coverage Stage.
- Covered Drugs – Broadest formulary that includes coverage for all drugs eligible under Medicare Part D, and standardly covers Non-Part D drugs with the exception of Part B drugs (typically covered by medical plan), BEERS drugs (which have been identified as high-risk for seniors), and Lifestyle drugs (which can be covered for an additional fee).
- Mail Order – Retirees can receive a 90-day supply of most medications through Home Delivery, typically with lower co-pays than they would pay at retail.
- Flexibility in Plan Design – Matching plan designs as closely as possible minimizes member disruption. Our strategy allows us to minimize disruption while still showing savings.
- Pharmacy Network – Includes all major pharmacies including Walgreens, CVS, and Rite Aid. There are over 66,000 pharmacies nationwide.
- Government Subsidy – The proposed plan premium rates include Medicare Part D subsidy. There is no additional subsidy filing needed. The average subsidy under their EGWP plans is higher than the average subsidy received by their clients who file for the RDS subsidy.

Administration provided by Benistar

Implementation and ongoing plan servicing will be provided by Benistar Admin Services Inc., a third-party administrator located in Avon, Connecticut. Benistar is specifically focused on the administration of retiree medical and prescription drug plans and has the expertise to administer these plans as a totally integrated and seamless solution for eligible retirees. As third-party administrator, Benistar currently manages benefits for over 1,600 post-65 retiree groups.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/11/2020

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 200 Jefferson Park Whippany NJ 07981 License#: BR-724491	CONTACT NAME: PHONE (A/C, No, Ext): 800-350-8005 FAX (A/C, No): 973-921-2876 E-MAIL ADDRESS:
INSURED Capital RX Inc 228 Park Ave S Suite 8 87234 New York NY 10003 CAPIRXL-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Northfield Insurance Company 27987 INSURER B : Kinsale Insurance Company 38920 INSURER C : Underwriters at Lloyd's London 15792 INSURER D : Evanston Insurance Company 35378 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 189066817 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		WS414317 APPROVED RISK MANAGEMENT 8-11-2020 Maria L. Slavik	3/23/2020	3/23/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ EXCLUDED $ 3,000,000 $ EXCLUDED
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y		WS414317	3/23/2020	3/23/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			01001106650	3/23/2020	3/23/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C D	E & O Tech			MPL219103720 MKLV1PDB000065	3/13/2020 5/2/2020	3/13/2021 5/2/2021	Professional Liab Cyber Liability	1 Mil/2 Mil Aggr $1,000,000

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

Monroe County Board of County Commissioners is an Additional Insured as respects to General Liability And Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

Monroe County Board of County Commissioners,
1100 Simonton St
Key West FL 330404

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Administrative services provided under this retiree program include:

- **Full Implementation Support**
  - **Communications** – Benistar will work with Monroe County to draft retiree communications, including any CMS-required elements.
  - **Eligibility and Enrollment** – Benistar will coordinate all applicable eligibility and enrollment information with the carriers and provide eligibility management services in a manner that complies with HIPAA and all federal, state and local privacy and other applicable laws.
  - **Welcome Kit** – Retirees will receive a welcome kit including ID card, certificate of insurance, benefit summary, evidence of coverage, and formulary.
- **Toll Free Call Center Access –** Retirees can call the Retiree Customer Service Center with questions about their benefits, making the program integrated and seamless to the retiree. The retiree customer service team is trained in Medicare products and in working closely with seniors. Representatives will stay on the line with the member and consult with the carrier or CMS to resolve member issues. Retirees are not rushed off of the phone and there are no time limits for a service call.
- **Billing –** Invoices can be prepared to the needs of Monroe County. We can bill the company directly, bill the retirees, or split the bill and bill the retirees for their portion of costs. Retirees can also sign up to have their premium amounts automatically withdrawn from their bank account.
- **Boutique Service –** Employers and retirees will have access to Benistar's resources and support in the form of a highly-trained retiree service center which is capable of providing an exceptional level of service in the areas of billing, eligibility, and claims questions.

Assumptions of the Program

- **Program Sponsorship –** No other competing group retiree plans will be sponsored alongside this plan including Medicare Advantage or individual plans.
- **Contribution** – This quote assumes that Monroe County contributes 100% of the monthly member premium.
- **Participation -** If the enrollment were to change by more than +/- 10% of what was assumed in the quote, we reserve the right to adjust the premium.
- **Implementation timeline –** Due to CMS-required procedures, 60 days are required to implement the coverage. The effective date proposed may need to be adjusted accordingly.
- **Expiration –** Premiums may be adjusted if the effective date is changed from the date in this proposal.

Maximize Medicare and Pharma Subsidies with an EGWP Plan

Employers need plan options that can limit their risk and allow for a more stable budget picture. The federal government offers substantial subsidies for retiree prescription drug costs. The question facing employers is how best to maximize those subsidies. Many employers have historically filed for the Retiree Drug Subsidy (RDS). The RDS is no longer the best way to maximize subsidy and minimize the cost and effort required to obtain the subsidy.

Enter the Employer Group Waiver Plan (EGWP). Our EGWP sponsor contracts with CMS to manage the plan and compliance, making it easy for the employer. The subsidy amounts are used to reduce the plan premium. There is no filing work to do and no delay to receive your money. The subsidized and fully-insured premium allows the employer to budget for prescription drug costs effectively and affordably.

	RDS	Fully Insured EGWP
Reimbursement	• Varying based on ~28% of total gross drug spend within spend thresholds • Monthly, quarterly, or annually	• Premium reduced upfront by projected reimbursements • Direct subsidy PMPM adjusted by risk score • 70% Pharma discount on applicable drugs in Gap • 80% federal reinsurance after $6,550 in TrOOP • Low income premium and cost-share assistance
Contribution Strategy	• Minimum plan sponsor premium contribution requirement. AE net test.	• Defined contribution or voluntary plans permitted
Liabilities	• Subsidy cannot be utilized to offset OPEB liabilities	• Subsidy utilized to offset OPEB liabilities
Risk	• Plan sponsor assumes risk	• Shift risk to EGWP

Prescription Drug Plan Options:

Medicare Part D Prescription Drug Benefits		
	Option 1	**Option 2**
Benefit Period Start	January 1, 2021	January 1, 2021
Benefit Period End	December 31, 2021	December 31, 2021
Plan Deductible	$0	$0
31-Day Retail/Mail Copayments		
Generic	$15	$15
Preferred Brand	$50	$50
Non-Preferred	$90	$90
Specialty	20% - $250 Max	20% - $250 Max
90-Day Retail Copayments		
Generic	$37.50	$37.50
Preferred Brand	$125	$125
Non-Preferred	$225	$225
Specialty[1]	20% - $750 Max	20% - $750 Max
90-Day Home Delivery Copayments		
Generic	$37.50	$37.50
Preferred Brand	$125	$125
Non-Preferred	$225	$225
Specialty[1]	20% - $750 Max	20% - $750 Max
Coverage Gap	Full Coverage	Full Coverage
Utilization Management	None Except CMS Required and High Risk Medication Edits	Standard Part D
Lifestyle Drugs	Covered	Not Covered
All Other Non-Part D Drugs[2]	Covered	Covered

Coverage Gap:

There is no Coverage Gap. Member co-pays above apply.

Catastrophic Coverage:

Once the True Out-of-Pocket Cost has reached $6,550, member cost share for generic drugs is the greater of 5% or $3.70 and for all other drugs, the greater of 5% or $9.20, with a maximum of the co-pays above.

[1] Most Specialty drugs can only be dispensed up to a 31-day supply, when available.
[2] With the exception of Part B drugs, which are covered by the medical plan.

Monthly Premium Per Member	**$188.46**	**$176.86**
Annual Premium (based on 131 members)	**$296,259**	**$278,024**

PRESCRIPTION DRUG BENEFIT NOTES
This coverage is considered to be Medicare Part D coverage and is provided through Capital Rx, who contracts with the federal government. The illustrated premium is subject to change in the event of CMS guidance and rate changes. Mid-year terminations are not permitted and any premature termination shall incur an early-termination fee.
Capital Rx Service Area
All 50 states, the District of Columbia, and Puerto Rico.
Participating in the Group's Prescription Drug Coverage
This coverage is available to Medicare-eligible retirees of Monroe County, or those retirees who qualify for Medicare Part A and/or are enrolled in Medicare Part B. If the retiree is eligible for Medicare, the retiree will be automatically group enrolled into this prescription drug benefit, effective January 1, 2021 unless the retiree has opted out of the Plan.
Formulary
Medicare Premier Access
Voluntary Generics Policy
No matter who requests the Brand name, Physician or Member, no ancillary charge applies.
Coverage Gap
Coverage Gap (if applicable) begins at the Initial Coverage Limit which is $4,130 for 2021 or as defined by CMS.
Compound Drugs
Compound Management Solution applies. Compound Management Solution in place to mitigate compound drug abuse by means of inclusion and exclusion lists.
High-Cost Generic Drugs
As defined by Capital Rx, some high-cost generic drugs will be subject to a non-preferred drug copay.
Qualifying for Low Income Subsidy and Cost Sharing
If the retiree qualifies for extra help this year, they will receive a document entitled “Important Information for those who Receive Extra Help Paying for their Prescription Drugs” that has more specific information on your premiums and cost-sharing for 2021. Read this important information carefully. If the retiree doesn’t know what level of extra help they qualify for, they can call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

Standard Part D Management Programs

Step Therapy: CMS approved program that manages drug costs within specific therapy classes by ensuring that patients try a front-line or step one drug (usually generics) before a higher cost back-up or step two brand-name drug is covered. Within specific therapy classes, multiple drugs are available to treat the same condition. Step Therapy points a new patient to a front-line or step one, lower cost, clinically effective drug in each therapy group. Evidence-based clinical protocols are used to select front-line or step one drug.
Prior Authorization: CMS approved program that manages plan benefits by ensuring appropriate prescribing and member usage. For Capital Rx Medicare Standard list of drugs, client agrees to all updates/revisions as approved by CMS. B vs D require Prior Authorization, if determined to be a Part B drug, then the copay will process at the Part B co-pay (if covered); if determined to be a Part D drug then the co-pay will process at the applicable Part D co-pay. Members will be allowed one transition fill for a retail supply (up to 31 day supply) within the first 90 days of enrollment.
Quantity Level Limits: CMS approved program that manages prescription costs by ensuring that the quantity of units supplied for each copayment are consistent with clinical dosing guidelines. The program is designed to support safe, effective, and economic use of drugs while giving patients access to quality care. Capital Rx Medicare clinicians maintain a list of quantity limit drugs, which is based upon manufacturer-recommended guidelines and medical literature. Online edits help make sure optimal quantities of medication are dispensed per copayment and per days' supply.

Income Related Monthly Adjustment Amount (IRMAA)

Members whose modified gross income exceeds certain thresholds will be required to pay an extra amount, referred to as income related monthly adjust amount, for their Medicare Part D coverage. The Social Security Administration will determine which members are required to pay a Part D IRMAA. Please contact us with any questions regarding IRMAA.

Vendor Profiles

Benistar is a nationwide leader in the design, installation and administration of post-65 retiree benefits. We are specifically focused on the administration of retiree medical and prescription drug plans. We partner with brokers, consultants and TPAs to provide retiree medical and prescription drugs solutions nationwide. Benistar deploys its resources in technology, administration and vendor management to provide single-source, full-service benefits programs that serve all of our clients' needs. We are confident in our ability to meet all expectations as your retiree benefits partner with respect to the following four objectives:

- To provide retiree administrative services that meet or exceed the needs retirees and plan sponsors
- To maximize accuracy within a complex, dynamic environment
- To minimize administrative requirements of maintaining retiree plans
- To actively manage the rising cost of retiree benefits coverage

For over 25 years, Benistar has provided Employers, ERISA Plans, Taft Hartley Trusts, Affinity Groups and Municipalities with best-in-class employee benefits solutions. We are an industry leader in delivering innovative risk products and services for retiree, contributory and voluntary benefits programs. Benistar's client Plan Sponsors rely on us for the most efficient design, installation, communication, and administration of benefits and insurance-related solutions.

Our Consulting, Administration, Benefits Outsourcing and Financial Services are provided by a highly trained staff of over 120 professionals dedicated to meeting the unique needs of our clients. Benistar is geographically and technologically positioned to serve our current and future customer needs on a national basis with offices around the country.

Our Retiree Customer Service Center takes pride in helping members solve problems to completion. Because Benistar is focused on retiree medical and prescription drug programs, we have the expertise to answer questions and solve issues related to the Medicare environment. We stay on the phone with the retiree and assist them in calling carriers or third-party vendors until the problem is resolved.

Benistar provides retiree health and retirement plans and administration for more than 1,600 plan sponsors throughout the U.S. We administer more than $300 million in premiums annually.

Kevin Madok, CPA

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

DATE: October 16, 2020

TO: Bryan Cook, Director
Employee Services

FROM: Pamela G. Hancock, D.C.

SUBJECT: August 19th BOCC Meeting

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

C1 Three-year Agreement with Capital Rx, Inc., to provide Pharmacy Benefits Management services and an Employer Group Waiver Program for employees, retirees, and dependents beginning January 2, 2021; and the Business Associate Agreement.

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

cc: County Attorney
Finance
File

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is effective as of August 19, 2020 by and between Monroe County Board of County Commissioners ("Covered Entity") and Capital Rx Inc. ("Capital Rx"). Covered Entity and Capital Rx are each a "Party" and collectively the "Parties."

RECITALS.

1. Covered Entity has engaged Capital Rx to provide certain functions, activities, and services (collectively "Services") to Covered Entity as described in the Parties' PBM services agreement ("Services Agreement").

2. In order for Capital Rx to perform the Services required by the Service Agreement, Covered Entity will make available and/or transfer to Capital Rx certain Protected Health Information and Electronic Health Information (collectively, "PHI") that is confidential and must be afforded special treatment and protection pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations (45 C.F.R. Parts 160-164) ("HIPAA Rules") (all as amended by the Health Information Technology for Economic and Clinical Health Act, Division A of Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (the "HITECH Act")).

3. Capital Rx will create, have access to and/or receive from Covered Entity (or on behalf of Covered Entity) certain PHI that can be Used or Disclosed only in accordance with this Agreement and the Privacy Rule.

4. Covered Entity and Capital Rx intend to protect the privacy and provide for the security of PHI Disclosed to Capital Rx pursuant to this Agreement in compliance with HIPAA and the HIPAA Rules.

5. As part of the Privacy Rule, Covered Entity must enter into a contract with Capital Rx containing specific requirements as set forth in, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations, and contained in this Agreement, before Disclosing PHI to Capital Rx.

Therefore, in consideration of the mutual promises and obligations set forth in this Agreement and the Services Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covered Entity and Capital Rx agree as follows:

ARTICLE I.
Definitions

1.1. Meaning of Terms.

(a) **Breach Notification Rule** means the Standards for Notification in the Case of Breach of Unsecured Protected Health Information at 45 C.F.R Parts 160 and 164, as amended.

(b) **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, as amended.

(c) **Protected Health Information ("PHI")** has the same meaning as the term "protected health information" at 45 CFR § 160.103, limited to the information created or received by Capital Rx from or on behalf of Covered Entity. References to PHI shall include Electronic Protected Health Information ("ePHI").

(d) **Security Rule** means the Security Standards for Protecting Electronic Health Information at 45 CFR Parts 160 and 164, as amended.

1.2. Other Terms. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160, 162, and 164. Any reference to a regulation or section in the Code of Federal Regulations shall include any corresponding regulation subsequently issued regardless of the date of issue.

ARTICLE II.
General Terms

2.1. Interpretation of Provisions. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Rules (as may be expressly amended from time to time by the U.S. Department of Health and Human Services ("HHS") or as a result of final interpretations by HHS, an applicable court, or another applicable regulatory agency with authority over the Parties), the HIPAA Rules shall prevail.

2.2. Provisions Permitted by HIPAA Rules. Where provisions of this Agreement are different from those mandated by HIPAA or the HIPAA Rules, but are nonetheless permitted by HIPAA or the HIPAA Rules, the provisions of the Agreement shall control.

2.3. Conflicts with Services Agreement. In the event of an inconsistency between the provisions of this Agreement and the Services Agreement, the provisions of this Agreement shall prevail.

ARTICLE III.
Obligations and Activities of Capital Rx

3.1. Limits on Use and Disclosure. Capital Rx agrees to not Use or further Disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2. Safeguards. Capital Rx agrees to use reasonable and appropriate administrative, physical and technical safeguards with respect to ePHI to prevent Use or Disclosure other than as required by this Agreement. Capital Rx will comply with applicable provisions of the Security Rule.

3.3. Report of Improper Use or Disclosure or of Security Incidents.

(a) Capital Rx agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Agreement, and any Security Incident, of which Capital Rx becomes aware.

(b) Notwithstanding the provisions of Section 3.3(a) above, The Parties agree that this paragraph constitutes notice by Capital Rx to Covered Entity, with no further notice required, of the ongoing occurrence of attempted but unsuccessful Security Incidents including, but not limited to, pings and other broadcast attacks on Capital Rx's firewall, port scans, attempts to log on a system or enter a database with an invalid password or

username, and denial-of-services attacks that do not result in a server being taken off-line, provided these attempted Security Incidents do not result in actual unauthorized access, Use, Disclosure, modification, or destruction of PHI or interference with an information system.

3.4. Report of Breach of Unsecured PHI. Capital Rx shall notify Covered Entity of a Breach of Unsecured PHI within seven (7) business days of when Capital Rx discovers the Breach. Capital Rx will be deemed to have "discovered" a Breach as of the first day on which the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Capital Rx. Capital Rx's notification shall be in writing and shall identify each Individual whose Unsecured PHI has been, or is reasonably believed by Capital Rx to have been, subject to the Breach. Capital Rx shall include the following information in its notification of Breach to Covered Entity, or promptly thereafter as information becomes available:

(a) A description of the Breach, including the date of the Breach and the date of the discovery of the Breach, if known;

(b) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, credit card numbers, diagnosis, disability code or other types of PHI were involved); and

(c) A description of what Capital Rx is doing to investigate the Breach, to mitigate the harm to Individuals, and to protect against further Breaches.

3.5. Agents and Subcontractors. Capital Rx will ensure that any agent, including a Subcontractor, to whom Capital Rx provides PHI received from, or created or received by Capital Rx on behalf of, Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Agreement to Capital Rx with respect to PHI. The written agreement shall also require the agent or Subcontractor to implement reasonable and appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.6. Availability of Internal Practices, Books and Records. Capital Rx shall make internal practices, books, and records relating to the Use and Disclosure of PHI received from, or received by Capital Rx on behalf of, Covered Entity available to the Secretary in a time and manner designated by the Secretary, for purposes of determining Covered Entity's compliance with the HIPAA Rules. Capital Rx shall notify Covered Entity, in writing, of any request by the Secretary under this Section in a manner that is consistent with its ethical duties of confidentiality and the attorney-client privilege.

3.7. Access to Records. Capital Rx shall provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 CFR § 164.524 with regard to providing an Individual with a right to access the Individual's PHI. If any Individual requests access to, or the release pursuant to an authorization or otherwise of, PHI directly from Capital Rx or its agents or Subcontractors, Capital Rx shall notify Covered Entity in writing within seven (7) business days of the request. Covered Entity shall have sole authority and responsibility to approve or deny such a request, and shall notify Capital Rx, in writing, of its decision to approve or deny any such request.

3.8. Amendments to PHI. Capital Rx agrees to make PHI in a Designated Record Set available, in the time and manner designated by Covered Entity, for any amendments that Covered Entity agrees to make pursuant to 45 CFR § 164.526, or to otherwise allow Covered Entity to comply with its obligations under 45 CFR § 164.526. If an Individual requests amendment of PHI contained in a Designated Record Set directly from Capital Rx or its agents or Subcontractors, Capital Rx shall notify Covered Entity in writing within seven (7) business days of the request. Covered Entity shall have sole authority and responsibility to approve or deny such a request, and shall notify Capital Rx, in writing, of its decision to approve or deny any such request.

3.9. Documentation and Accounting of Disclosures.

(a) Capital Rx shall document such Disclosures of PHI and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI under 45 CFR § 164.528. Such documentation shall be kept regarding all Disclosures of PHI except the Disclosures described in 45 CFR § 164.528(a)(1). For each such Disclosure, Capital Rx shall document the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of the Disclosure that reasonably states the basis for the Disclosure.

(b) Capital Rx shall provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with subsection (a) of this Section of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI under 45 CFR § 164.528. If a request for an accounting is delivered directly to Capital Rx or its agent or Subcontractor by an Individual or a person other than Covered Entity, Capital Rx shall within seven (7) business days of such request, forward it to Covered Entity in writing. Capital Rx shall, unless otherwise directed by Covered Entity or as Required By Law, supply an accounting of Disclosures of PHI only to Covered Entity.

3.10. Disclosure of Minimum PHI. Capital Rx shall comply with the minimum necessary standard set forth in 45 CFR §164.502(b) when Using or Disclosing or requesting PHI from Covered Entity or other third party, and shall Use, Disclose, or request the minimum PHI necessary to accomplish the intended purpose of the Use, Disclosure, or request.

3.11. Response to Subpoena. Capital Rx shall promptly notify Covered Entity if it receives a subpoena or other legal process seeking the Disclosure of PHI. Capital Rx agrees to allow Covered Entity to control the response to any such subpoena or legal process, so long as Covered Entity does so in a reasonable and timely fashion that does not subject Capital Rx to legal prejudice.

3.12. Notification of Claims. Capital Rx shall promptly notify Covered Entity upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions arising out of or related to this Agreement or the PHI, regardless of whether Covered Entity and/or Capital Rx are named as parties in such claims, demands, causes of action, lawsuits, or enforcement actions.

ARTICLE IV.
Permitted Uses and Disclosures by Capital Rx

4.1. Use or Disclosure to Perform Functions, Activities, or Services. Except as otherwise limited in this Agreement, Capital Rx may Use or Disclose PHI to perform those functions, activities, or services that Capital Rx performs for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy Rule if done by Covered Entity. Any such Use or Disclosure shall be limited to those reasons and those persons and entities as necessary to meet Capital Rx's obligations. In all circumstances, Capital Rx shall limit such Uses and Disclosures to the minimum amount of PHI that is necessary to fulfill those obligations.

4.2. Appropriate Uses of PHI. Except as otherwise limited in this Agreement, Capital Rx may Use PHI for the following purposes: (a) the proper management and administration of Capital Rx; (b) to carry out the legal responsibilities of Capital Rx; (c) to report violations of the law to appropriate Federal and State authorities consistent with 45 CFR § 164.502(j)(1); or (d) as otherwise Required By Law.

4.3. Appropriate Disclosures of PHI; Confidentiality Assurances and Notification. Except as otherwise limited in this Agreement, Capital Rx may Disclose PHI to a third party for the proper management and administration of Capital Rx, or to carry out the legal responsibilities of Capital Rx, provided that Disclosures are Required By Law, or Capital Rx obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies Capital Rx of any instances of which it is aware in which the confidentiality of the information has been breached.

4.4. Data Aggregation Services. If Capital Rx provides Data Aggregation services, Capital Rx may Use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B), except as otherwise provided by this Agreement.

ARTICLE V.
Obligations of Covered Entity

5.1. Notice of Privacy Practices. Covered Entity shall provide Capital Rx with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

5.2. Change or Revocation of Permission. Covered Entity shall provide Capital Rx with any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, if such changes affect Capital Rx's permitted or required Uses and Disclosures. Capital Rx shall comply with any such changes or revocations.

5.3. Restrictions on Use or Disclosure. Covered Entity shall notify Capital Rx of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522. Capital Rx shall comply with any such restrictions.

5.4. No Request to Use or Disclose in Impermissible Manner. Except as allowed in Sections 4.2 and 4.3, Covered Entity shall not request Capital Rx to Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

ARTICLE VI.
Term and Termination

6.1. Term. The Term of this Agreement shall be effective as of the date first documented above, and shall terminate when all PHI provided by Covered Entity to Capital Rx, or created or received by Capital Rx on behalf of Covered Entity, is destroyed or returned to Covered Entity.

6.2. Termination with Cause. Upon either Party's knowledge of a material breach by the other Party, the non-breaching Party, in its discretion, may take either or both of the following actions:

(a) Provide an opportunity (in a reasonable time frame determined by the non-breaching Party) for the breaching Party to cure the breach or end the violation, and if the breaching Party does not cure the breach or end the violation, terminate this Agreement; or

(b) Immediately terminate this Agreement.

6.3. Changes in Law. In the event of passage of a law or promulgation of a regulation or an action or investigation by any regulatory body which would prohibit the relationship between the Parties, or the operations of either Party regarding the subject of this Agreement, the Parties shall attempt in good faith to renegotiate the Agreement to delete the unlawful provision(s) so that the Agreement can continue. If the Parties are unable to renegotiate the Agreement within thirty (30) calendar days, the Agreement, and any other agreement or relationship between the Parties related to the Services, shall terminate immediately upon written notice of either Party.

6.4. Effect of Termination.

(a) Except as provided in paragraph (b) of this Section 6.4: upon termination of this Agreement for any reason, Capital Rx shall return or destroy all PHI received from Covered Entity, or received by Capital Rx on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Capital Rx. Capital Rx shall retain no copies of the PHI.

6.5. Retention of PHI.

(a) In the event that Capital Rx determines that it is necessary to retain some or all of the PHI to continue its proper management and administration or to carry out its legal responsibilities, Capital Rx shall provide to Covered Entity written notification of such need. Capital Rx may retain only the PHI that is necessary for Capital Rx to continue its proper management and administration or to carry out its legal responsibilities, but Capital Rx shall return or destroy all other PHI pursuant to Section 6.4(a). Capital Rx shall not Use or Disclose retained PHI other than for the purposes for which the PHI was retained and subject to the same conditions set forth in this Agreement that applied prior to this Agreement's termination. Capital Rx shall return or destroy the retained PHI pursuant to Section 6.4(a) when Capital Rx no longer needs it for its proper management and administration or to carry out its legal responsibilities.

ARTICLE VII.
Miscellaneous

7.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the Parties. Neither this Agreement nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the other Party.

7.2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and the HIPAA Rules.

7.3. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

7.4. Entire Agreement. This document, together with any written schedules, amendments and addenda, constitute the entire agreement of the Parties and supersedes all prior oral and written agreements or understandings between them with respect to the matters provided for herein.

7.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida to the extent that the provisions of HIPAA or the HIPAA Rules do not preempt the laws of the State of Florida.

7.6. Modifications. Any modifications to this Agreement shall be valid only if made in writing and signed by a duly authorized agent of both Parties.

7.7. Notice. Any notice required or permitted to be given by either Party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, as follows:

If to Covered Entity:

Monroe County Attorney's Office
1111 12th St. #408
Key West, FL 33040

If to Capital Rx:

Attention: Legal
228 Park Avenue S., Suite 87234,
New York, New York 10003

7.8. Severability. The Parties agree that if a court determines, contrary to the intent of the Parties, that any of the provisions or terms of this Agreement are unreasonable or contrary to public policy, or invalid or unenforceable for any reason in fact, law, or equity, such unenforceability or validity shall not affect the enforceability or validity of the remaining provisions and terms of this Agreement. Should any particular provision of this Agreement be held unreasonable or unenforceable for any reason, then such provision shall be given effect and enforced to the fullest extent that would be reasonable and enforceable.

7.9. Waiver of Breach. No failure or delay by either Party in exercising its rights under this Agreement shall operate as a waiver of such rights, and no waiver of any breach shall constitute a waiver of any prior, concurrent, or subsequent breach.

7.10. Titles. Titles or headings are used in this Agreement for reference only and shall not have any effect on the construction or legal effect of this Agreement.

7.11. Independent Contractors. For purposes of this Agreement, Covered Entity and Capital Rx are and will act at all times as independent contractors. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship other than that of

independent entities contracting with each other for the purpose of effecting this Agreement. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the Parties.

7.12. No Third Party Beneficiaries. It is the intent of the Parties that this Agreement is to be effective only in regards to their rights and obligations with respect to each other. It is expressly not the intent of the Parties to create any independent rights in any third party or to make any third-party beneficiary of this Agreement and no privity of contract shall exist between third parties and each party.

Each Party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either Party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

COVERED ENTITY:
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

Title: Mayor Heather Carruthers
August 19, 2020

ATTEST: KEVIN MADOK, CLERK

_____
As Deputy Clerk

APPROVED AS TO FORM AND CONTENT:
MONROE COUNTY ATTORNEY'S OFFICE

Cynthia L. Hall
8-21-2020

CAPITAL RX:

By: Laura Alemzadeh

Title: Vice President of Legal

FILED FOR RECORD
2020 OCT 16 AM 9:43
CLERK CIR CT
MONROE COUNTY FLA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/11/2020

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 200 Jefferson Park Whippany NJ 07981 License#: BR-724491	CONTACT NAME: PHONE (A/C, No, Ext): 800-350-8005 FAX (A/C, No): 973-921-2876 E-MAIL ADDRESS:
INSURED Capital RX Inc 228 Park Ave S Suite 8 87234 New York NY 10003 CAPIRXL-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Northfield Insurance Company 27987 INSURER B : Kinsale Insurance Company 38920 INSURER C : Underwriters at Lloyd's London 15792 INSURER D : Evanston Insurance Company 35378 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 189066817 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		WS414317 APPROVED RISK MANAGEMENT 8-11-2020 Maria L. Slavik	3/23/2020	3/23/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ EXCLUDED $ 3,000,000 $ EXCLUDED
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y		WS414317	3/23/2020	3/23/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			01001106650	3/23/2020	3/23/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C D	E & O Tech			MPL219103720 MKLV1PDB000065	3/13/2020 5/2/2020	3/13/2021 5/2/2021	Professional Liab Cyber Liability	1 Mil/2 Mil Aggr $1,000,000

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

Monroe County Board of County Commissioners is an Additional Insured as respects to General Liability And Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

Monroe County Board of County Commissioners,
1100 Simonton St
Key West FL 330404

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Client#: 1865577 CAPITRX

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2023

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

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

PRODUCER
USI Insurance Services, LLC
180 Park Avenue
Suites 103
Florham Park, NJ 07932

CONTACT NAME: Gerard Dimino
PHONE (A/C, No, Ext): 800 227-0185 **FAX (A/C, No):**
E-MAIL ADDRESS: gerard.dimino@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Ohio Casualty Insurance Company	24074
INSURER C : Allied World Assurance Company, Ltd.	NONAIC
INSURER D : Westchester Fire Insurance Company	10030
INSURER E :	
INSURER F :	

INSURED
Capital RX, Inc
1 World Trade Center, Suite 49D
New York, NY 10003

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			B7013643550 APPROVED BY RISK MANAGEMENT BY DATE 7/3/2023 WAIVER N/A___YES___	02/10/2023	02/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			B7013643550	02/10/2023	02/10/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			B7013643564	02/10/2023	02/10/2024	EACH OCCURRENCE AGGREGATE 	$10,000,000 $10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Excess Liability			ECO2464660220	02/10/2023	02/10/2024	10,000,000	
C	Cyber / E&O			03133841	05/12/2023	05/12/2024	5,000,000	
D	Excess Cyber/E&O			G72579215002	05/12/2023	05/12/2024	5,000,000	

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

Additional Coverages:
Managed Care E&O policy #HC7CACIYQP002 Effective 05/12/2023-05/12/2024 Limit $5,000,000
EL policy #MML-25435-22 Effective 07/23/2022-07/23/2023 Limit $1,000,000
D&O/EPL policy # ML42628652 Effective: 07/23/2022-07/23/2023 Limit: $5,000,000
Crime policy # P00100099131701 Effective: 09/16/2022-09/16/2023 Limit: $5,000,000 Retention: $50,000
(See Attached Descriptions)

CERTIFICATE HOLDER
Monroe County Board of County Commissioners
1100 Simonton Street, Suite:
2-268
Key West, FL 33040

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Monroe County Board of County Commissioners is an Additional Insured as respects to General Liability And Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

BENISTAR
GROUP RETIREE HEALTH SOLUTIONS

September 9, 2022

RE: Monroe County, Florida
Retiree Prescription Drug Program – ESI

Dear Monroe County BOCC:

Please be advised that there will be a 6.80% rate increase for the Express Scripts Group Medicare Part D Program. The rate increase is effective January 1, 2023. You will find the renewal rate(s) below:

Group Medicare Part D Plan	(PMPM)	$210.53

This plan will automatically renew unless you notify Benistar of the group's plans to change plan design or terminate coverage. If this group intends to term coverage or make any plan design changes, please let us know no later than October 31st.

We would be more than happy to discuss this renewal with you in greater detail. You can contact me at 847-304-9500 ext. 3243.

Sincerely,

Glen Anderson

Regional VP, Business Development

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F3
2023-1493

BULK ITEM: Yes **DEPARTMENT:** Project Management

TIME APPROXIMATE: **STAFF CONTACT:** Cary Knight

AGENDA ITEM WORDING: Approval of two (2) specific Right of Way (ROW) Easements to the Florida Keys Electric Cooperative (FKEC). The easements are required for the purpose of installing electric service for the new Emergency Operations Center (EOC) being constructed on the Marathon Airport property.

ITEM BACKGROUND:
The new EOC being constructed on the Marathon Airport property requires new electric service from FKEC, including underground conduits, transformer, electric meter and associated infrastructure. Two easements are required as the EOC, and the easements, cross 2 parcels. The specific ROW easements will allow FKEC to install and maintain its electric service equipment and is limited to that portion of County airport property being used by the new EOC. The attached easement documents were prepared by FKEC in consultation with the County's Attorneys Office. Upon approval by the BOCC, the easements will be recorded with the Clerk of Court.

PREVIOUS RELEVANT BOCC ACTION:
4/19/23 Approval of Third Amendment to the Construction Manager at Risk (CMAR) agreement
2/15/23 Approval of Task Order for Grant Administration Services with WSP USA, Inc
1/18/23 Approval of Second Amendment to the Construction Manager at Risk (CMAR) agreement with Ajax Building Company to clarify language in the County's Partial Release of Liens form which is required with each pay application. No changes to the funding are proposed.
1/18/23 Approval of a Second Amendment to the current agreement with Architects Design Group (ADG) at a cost of $30,770.00 to add Plan Revisions and Threshold Inspections
11/15/22 Ratification of a Task Order with Carr, Riggs & Ingram, LLC to perform pay app reviews for EOC
11/15/22 Resolution delegating Purchasing Authority above $50k to the County Administrator for ODP's

9/21/22 Approval of HMGP Grant Agreement Modification #3 with FDEM for the EOC (Phase I)
9/21/22 Task Order with Carr, Riggs & Ingram, LLC for the EOC project
9/21/22 Approval of a Task Order with Jacobs to Provide a Resident Project Representative (RPR) for the EOC
8/17/22 Approval of the 1st Amendment to the CMAR agreement with Ajax Building Co. to construct the EOC in order to adjust the guaranteed maximum price (GMP) to account for price escalation of labor and materials.
7/20/22 Approval of a new grant agreement in the amount of $9,665,951.73 between the County and the Florida Division of Emergency Management (FDEM) to construct the new Emergency Operations Center in Marathon.
1/21/22 Rescind/replace Modification #2 to the HMGP grant agreement which was revised to reinstate and extend the agreement. The original Modification #2 only extended the date.
12/8/21 Approval of third amendment to the pre-construction services contract with Ajax Building Company, LLC to add the costs of an extended pre-construction period.
12/8/21 Approval of Modification #2 to the HMGP grant agreement extending the completion date of the grant to May 31, 2022 and increasing the grant amount by $44,581.12, for HMGP agreement # 4337-66-R with the Florida Department of Emergency Management (FDEM)
11/3/21 Approval of CMAR agreement with Ajax Building Company, LLC for the construction of the Emergency Operations Center.
5/19/21 Approval of a grant agreement amendment (Modification #1 to the direct appropriation grant agreement) with the Florida Division of Emergency Management to receive state funded appropriations for Local Emergency Management and Mitigation Initiatives assistance number 31.064 (Agreement Number 19-SP-10-11-54-01-237) in the amount of $5,900,000.00, and approval of a resolution authorizing the County Administrator to sign all amendments, modifications, and other necessary documents including reimbursement requests for this grant. The original period of time was July 1, 2018 - June 30, 2021. This amendment extends the end date to June 30, 2023.
12/9/20 Approval of Modification # 1, extending the completion date of the grant, of a Hazard Mitigation Grant Program (HMGP) agreement # 4337-66-R with FDEM which provides design funding, in the amount of $916,071.21 for the Emergency Operations Center (EOC) at the Marathon airport.
10/21/20 Approval of Second Amendment to the Agreement for Pre-Construction Services with Ajax Building Company, LLC in the amount of $265,591.00 for the Emergency Operations Center to add the scope and cost of the DAV building demolition.
10/21/20 Approval of a First Amendment to the Agreement with Architects Design Group / ADG, Inc. (ADG), in the amount of $2,818,325.00, for design through construction administration of an Emergency Operations Center (EOC) in Marathon.

5/20/20 Approval of a no cost Amendment to the Agreement for Pre-Construction Services with Ajax Building Company, LLC
for the Emergency Operations Center to remove certain contract provisions that were not required at the pre-construction stage.
4/15/20 BOCC approved an Agreement with Ajax Building Company, LLC to provide Construction Manager At Risk (CMAR) services for
the Emergency Operations Center (EOC) at the Marathon Airport in the amount of $110,000.00 through a FDOT grant.
This Agreement is for Pre-Construction Phase services.
4/15/20 Approval of Amendment No. 1 to State of Florida Department of Transportation Public Transportation Grant Agreement
G1009 providing $4,000,000.00 in additional funding for the Non-Aeronautical Use Building Project (Emergency
Operations Center- EOC) at the Florida Keys Marathon International Airport.
12/9/19 BOCC approved an HMGP agreement with FDEM for Phase I of a FEMA grant in the amount of $916,071.21 to be used
for pre- construction activities for the EOC.
11/20/19 BOCC approved the recommended site location for the EOC building at the southwest corner of the Marathon Airport.
9/18/19 Approval of a contract with Architects Design Group, Inc. (ADG) for design and construction administration services for an
Emergency Operations Center (EOC) in Marathon; correcting contract sum scrivener's error in Section 7.1.1 of the contract.
8/21/19 BOCC approved a revised contract with ADG which changed the name of the EOC building to “FL Keys Marathon Airport
Non-Aeronautical Use Building” due to requirements of Monroe County’s acceptance of an FDOT grant agreement.
5/22/19 BOCC Approved award of a contract to ADG to provide design and construction administration services for the Monroe County EOC.
3/21/19 BOCC approved staff request to negotiate with ADG a professional services contract to provide design and construction
administration services for the Monroe County EOC.
12/19/18 BOCC approved an agreement with the Florida Department of Transportation (Public Transportation Grant G1009) to
accept a grant in the amount of $400,000 (to be matched with $400,000 in County funds) for the planning, permitting,
design and construction of a non- aeronautical building (EOC) to be constructed on the SW corner of the Marathon airport property.
9/19/18 BOCC approved an agreement with the Florida State Department of Emergency Management to accept a grant in the
amount of $5,900,000 for the design and construction of a Monroe County Emergency Operations and Public Safety Center.
6/20/18 Approval to advertise a Request for Qualifications for professional architectural services for a re-design through construction
administration of a new Emergency Operations Center in Marathon, in compliance with the Code of Federal Regulations (2 CFR)
for potential Hazard Mitigation Grant Program (HMGP) funding
11/14/17 BOCC ratified a Second Amendment to the contract with ADG to develop an updated construction estimate with
modifications to the design for a new site and slightly revised scope.

10/1/09 BOCC approved a First Amendment to the contract with ADG to include information technology needs to the design.
2/18/09 BOCC approved a contract with Architects Design Group (ADG) for the design through construction administration of a new EOC in Marathon.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Monroe County EOC Parcel 00104500-000100.pdf
Monroe County EOC Parcel 00101160-000000.pdf

FINANCIAL IMPACT:
None

This document was prepared by:
Brittany Anker, Operations Administrative Assistant
Florida Keys Electric Cooperative
91630 Overseas Hwy; P. O. Box 377
Tavernier, FL 33070-0377

Tax Parcel No: 00104500-000100
AK: 8571739

SPACE FOR RECORDING AREA

DISTRIBUTION RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned grantors, (whether one or more)

PROPERTY OWNER: **MONROE COUNTY**

MAILING ADDRESS: **1100 SIMONTON STREET, SUITE 205, KEY WEST, FL 33040**

PROPERTY ADDRESS: **7280 OVERSEAS HIGHWAY, MARATHON, FL 33050**

LEGAL DESCRIPTION OF PROPERTY: 1 66 32 PT SW 1/4 OF SW 1/4 KEY VACCA

in consideration of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to Florida Keys Electric Cooperative Association, Inc., of P.O. Box 377, Tavernier, Florida 33070-0377, hereinafter called the "Cooperative" its successors, a perpetual Electric Utility Easement, over, under, upon and across the lands and real property situate, lying and being in the County of Monroe, State of Florida, more particularly described as follows:

AN EASEMENT ON SAID LEGAL DESCRIBED PROPERTY:

"SEE EXHIBIT A"

also, a perpetual easement over, under, upon and across all streets, alleys, easements, and rights of way in any subdivision or recorded plat, which subdivision or recorded plat includes the said property described herein. And the right to construct, operate and maintain an electric distribution line, system or other services unrelated to supplying electricity, on or under the above described lands; the right to inspect and make such repairs, changes, alterations, improvements, and additions to its facilities as the Cooperative may from time to time deem advisable including, by way of example, and not by the way of limitation, the right to increase or decrease the number of conduits, poles, wires, cables, hand holes, transformers, and transformer enclosures; the right to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery that may interfere with or threaten or endanger the operation and maintenance of said line or system; the right to keep the easement clear of all buildings, structures or other obstructions except citrus trees and low-growing shrubbery that do not otherwise interfere with Cooperative's use of the right of way easement; the right to license, permit, or otherwise agree to the joint use or occupancy of the easement, system, or, if any of said system is placed underground, of the trench or related underground facilities by any other utility, person, association, or corporation; and the right to enter upon, cross and use other lands of the Grantors to provide access to the easements granted herein.

The undersigned agree that all poles, wire, and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative. The undersigned covenant that they are the owners of the above-described lands.

The GRANTEE acknowledges that this grant of easement is for property situated within the boundaries of the Florida Keys Marathon International Airport therefore Grantee;

i) shall not permit any maintenance or construction equipment which would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon lands of the GRANTOR without such prior approval; provided, however, that such prior approval shall not be necessary when an emergency condition exists and immediate action by the GRANTEE is necessary to protect the public health. When an emergency situation exists, the ingress and egress of the GRANTEE, its lessees or assigns, will be coordinated with the airport management.

ii) shall not construct nor permit to stand above ground level on said easement any building, structure, poles or other objects, manmade or natural, to a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces, based upon current runways or future runways which may be constructed.

iii) when applicable, shall file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any maintenance or improvement within said easement.

At such time in the future as deemed necessary by the GRANTOR, the GRANTOR may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.) upon said easement provided notice is given to the GRANTEE at least 120 days prior to the start of construction. Should such development become necessary, the GRANTOR agrees to pay all costs associated with the protection or relocation of GRANTEES facilities to accommodate said airport improvements.

IN WITNESS WHEREOF, the grantors have hereunto affixed their hands and seal this _____ day of_____, 20____.

BOARD OF COUNTY COMMISIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

_____
(1) Witness Signature

_____
(2) Witness Signature

_____
(1) Witness Signature

_____
(2) Witness Printed Name

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me

By means of ☐ physical presence or ☐ online

Notarization this _____
(Date)

By: _____
(Name of person acknowledging)

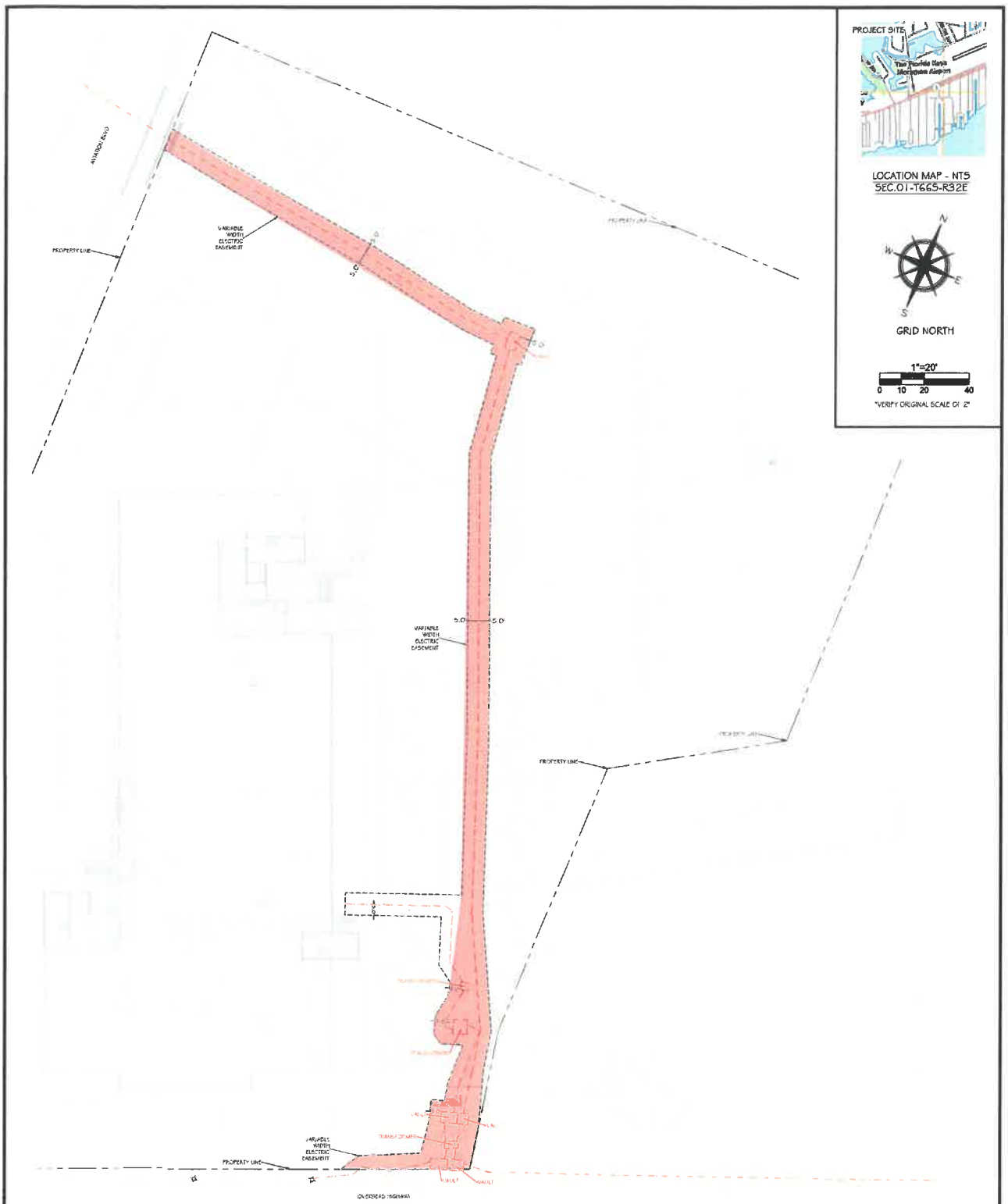
He/she is ☐ personally known to me or ☐ has

produced_____
(Type of Identification)

as identification.

_____
Notary Signature and Stamp

ORIGINAL SIGNATURES, ORIGINAL 2 WITNESSES, AND ORIGINAL NOTARY REQUIRED



SURVEYORS NOTES

- HORIZONTAL COORDINATES AND BEARINGS SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 2011 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83(2011)), OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRANSVERSE MERCATOR PROJECTION), EAST ZONE (0901).
- COORDINATES WERE ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GNSS CONTROL SURVEY WHICH IS CERTIFIED TO A 2 CENTIMETER LOCAL ACCURACY, RELATIVE TO THE NEAREST CONTROL POINT WITHIN THE NATIONAL GEODETIC SURVEY (NGS) GEODETIC CONTROL NETWORK.
- METHOD: WEB AREA CONTINUOUSLY OPERATING GPS REFERENCE STATION NETWORK (TRIMBLE VRS).
- ELEVATIONS SHOWN HEREON ARE IN FEET (NAD - BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NVD) 1929).
- ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
- ALL UNDERGROUND AND CONNECTION INFORMATION WAS PROVIDED BY UTILITY CONTRACTOR AND SHALL NOT BE VERIFIED BY FLORIDA KEYS LAND SURVEYING
- BACKGROUND IMAGES SHOWN HEREON IS A PORTION / ROW A AUTOCAD DWG FILE XR-2000SD-DSGN-BASE # XR-2000SD-SRVY-BASE, AND WAS PROVIDED TO SURVEYOR BY CLIENT AND/OR THEIR REPRESENTATIVES, AND IS SHOWN FOR VISUAL REFERENCE ONLY.
- STREET ADDRESS: 7280 OVERSEAS HIGHWAY, MARATHON, FL 33050
- ALL UNITS ARE SHOWN IN U.S. SURVEY FEET
- ALL FIELD DATA WAS ACQUIRED ON 09/19/2023.
- COMMUNITY NO.: 120053 | MAP NO.: 12087C1377L & 12087C1351K, MAP DATE: 02-18-2005, FLOOD ZONE: AE; BASE ELEVATION(S): 7'&5'
- THIS SHEET 1 OF 2 IS NOT FULL AND COMPLETE WITHOUT SHEET 2 OF 2

FLORIDA KEYS LAND SURVEYING
21460 OVERSEAS HWY - SUITE 4
CUDJOE KEY, FL 33042
PHONE: (305) 394-3650
FAX: (305) 509-7373
EMAIL: FKLSemail@Gmail.com

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, FLORIDA STATUTES.

SIGNED:

ERIC A. ISAACS, PSM #6708, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS NOTED OTHERWISE.
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY OR MAY NOT BE FOUND ON THIS SHEET

BFP = BACK FLOW PREVENTER
BO = BLOW OUT
C&G = 2'-6" CONCRETE CURB & GUTTER
CB = CONCRETE BLOCK
CBW = CONCRETE BLOCK WALL
CL = CENTERLINE
CLF = CHAIN LINK FENCE
CM = CONCRETE MONUMENT
CONC = CONCRETE
COPP = COPPER POWER POLE
COVD = COVERED
DELTA = CENTRAL ANGLE
DRAGE = DRAINAGE EASEMENT
EL = ELEVATION
ENCL = ENCLOSURE
FF = FACE OF PAVEMENT
FF = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT
FM = FLARE MEASURE
FND = FOUND
FOG = FENCE ON GRADE
FOL = FENCE ON LINE
GAR = GARAGE
HP = HOSE BIB
IP = IRON PIPE
IR = IRON ROD
L = ARC LENGTH
LB = LANDSCAPE
LP = LIGHT POLE
MEAS = MEASURED
MF = METAL FENCE
MHWL = MEAN HIGH WATER LINE
NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)
NTS = NOT TO SCALE
OH = ROOF OVERHANG
OHW = OVERHEAD WIRES
PC = POINT OF CURVE
PLS = PAPPING METER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENCY
R = RADIUS
R/W = RIGHT OF WAY LINE
SHED = SHED / SHANTY / DEBRIS
SW = SIDE WALK
TBM = TEMPORARY BENCHMARK
TOB = TOP OF BANK
TOS = TOE OF SLOPE
TRANS = TRANSFORMER
TS = TRAFFIC SIGN
TYP = TYPICAL
UE = UTILITY EASEMENT
WD = WOOD DECK
WF = WOOD FENCE
WL = WATER LINE
WM = WATER METER
WPP = WOOD POWER POLE

LINE LEGEND

DUCT BANK	E E
EASEMENT LINE	
WATERLINE	WL WL
CHAINLINK FENCE	X X

SYMBOL LEGEND:

- = CATCH BASIN
- = COMMUNICATION BOX
- = CONCRETE UTILITY POLE
- = DRAINAGE MANHOLE
- = ELECTRIC BOX
- = ELECTRIC MANHOLE
- = ELECTRIC PEDESTAL
- = FIRE BOX
- = FIRE HYDRANT
- = GUY WIRE
- = LIGHT POLE
- = SANITARY CLEANOUT
- = SANITARY MANHOLE
- = SIGN
- = SPOT ELEVATION (SPECIFY)
- = TELEPHONE MANHOLE
- = WATER METER
- = WATER VALVE
- = WOOD UTILITY POLE

NOTE: ALL DESCRIPTIONS SHALL BEING APPROVED BY THE CLERK OR PROPER REPRESENTATIVE. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTY DEEDS RESEARCHED TO DETERMINE OVERLAPS OR GAPS(S). EASEMENTS OR RESTRICTIONS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. THE BOUNDARY LINE SHOWN HEREON REPRESENTS THE SURVEYOR'S OPINION OF THE DEED LINES. THE MEANDERING RIVER LINE WAS NOT DETERMINED FOR THIS SURVEY, THE APPARENT MEAN HIGH WATER LINE IS SHOWN FOR REFERENCE ONLY.

UTILITY ASBUILT SURVEY
MONROE COUNTY EMERGENCY OPERATIONS AND PUBLIC SAFETY CENTER
7280 OVERSEAS HIGHWAY
MARATHON, MONROE COUNTY, STATE OF FLORIDA

DATE: 10/05/2023	SURVEY BY: FKLS	PROJECT:	7280 OVERSEAS HWY
REVISION DATE: XX/XX/2000	DRAWN BY: AWH	H. SCALE:	1"= 20'
JOB NO.: 23-116	CHECKED BY: EAI	SHEET	1 OF 2

This document was prepared by:
Brittany Anker, Operations Administrative Assistant
Florida Keys Electric Cooperative
91630 Overseas Hwy; P. O. Box 377
Tavernier, FL 33070-0377

Tax Parcel No: 00101160-000000
AK: 1118273

SPACE FOR RECORDING AREA

DISTRIBUTION RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned grantors, (whether one or more)

PROPERTY OWNER: **MONROE COUNTY**

MAILING ADDRESS: **1100 SIMONTON STREET, SUITE 205, KEY WEST, FL 33040**

PROPERTY ADDRESS: **9400 OVERSEAS HIGHWAY, MARATHON, FL 33050**

LEGAL DESCRIPTION OF PROPERTY: 1 66 32 KEY VACCAS PT GOV LOTS 1-3-4 AND PT E 1/2 OF SW 1/4 AND PT SW 1/4 OF SW 1/4

in consideration of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to Florida Keys Electric Cooperative Association, Inc., of P.O. Box 377, Tavernier, Florida 33070-0377, hereinafter called the "Cooperative" its successors, a perpetual Electric Utility Easement, over, under, upon and across the lands and real property situate, lying and being in the County of Monroe, State of Florida, more particularly described as follows:

AN EASEMENT ON SAID LEGAL DESCRIBED PROPERTY:

"SEE EXHIBIT A"

also, a perpetual easement over, under, upon and across all streets, alleys, easements, and rights of way in any subdivision or recorded plat, which subdivision or recorded plat includes the said property described herein. And the right to construct, operate and maintain an electric distribution line, system or other services unrelated to supplying electricity, on or under the above described lands; the right to inspect and make such repairs, changes, alterations, improvements, and additions to its facilities as the Cooperative may from time to time deem advisable including, by way of example, and not by the way of limitation, the right to increase or decrease the number of conduits, poles, wires, cables, hand holes, transformers, and transformer enclosures; the right to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery that may interfere with or threaten or endanger the operation and maintenance of said line or system; the right to keep the easement clear of all buildings, structures or other obstructions except citrus trees and low-growing shrubbery that do not otherwise interfere with Cooperative's use of the right of way easement; the right to license, permit, or otherwise agree to the joint use or occupancy of the easement, system, or, if any of said system is placed underground, of the trench or related underground facilities by any other utility, person, association, or corporation; and the right to enter upon, cross and use other lands of the Grantors to provide access to the easements granted herein.

The undersigned agree that all poles, wire, and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative. The undersigned covenant that they are the owners of the above-described lands.

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i) shall not permit any maintenance or construction equipment which would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon lands of the GRANTOR without such prior approval; provided, however, that such prior approval shall not be necessary when an emergency condition exists and immediate action by the GRANTEE is necessary to protect the public health. When an emergency situation exists, the ingress and egress of the GRANTEE, its lessees or assigns, will be coordinated with the airport management.

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IN WITNESS WHEREOF, the grantors have hereunto affixed their hands and seal this _____ day of_____, 20____.

(SEAL)
Attest: Kevin Madok, Clerk

By:_____
as Deputy Clerk

_____
(1) Witness Signature

_____
(2) Witness Signature

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor

_____
(1) Witness Signature

_____
(2) Witness Printed Name

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me

By means of ☐ physical presence or ☐ online

Notarization this _____
(Date)

By: _____
(Name of person acknowledging)

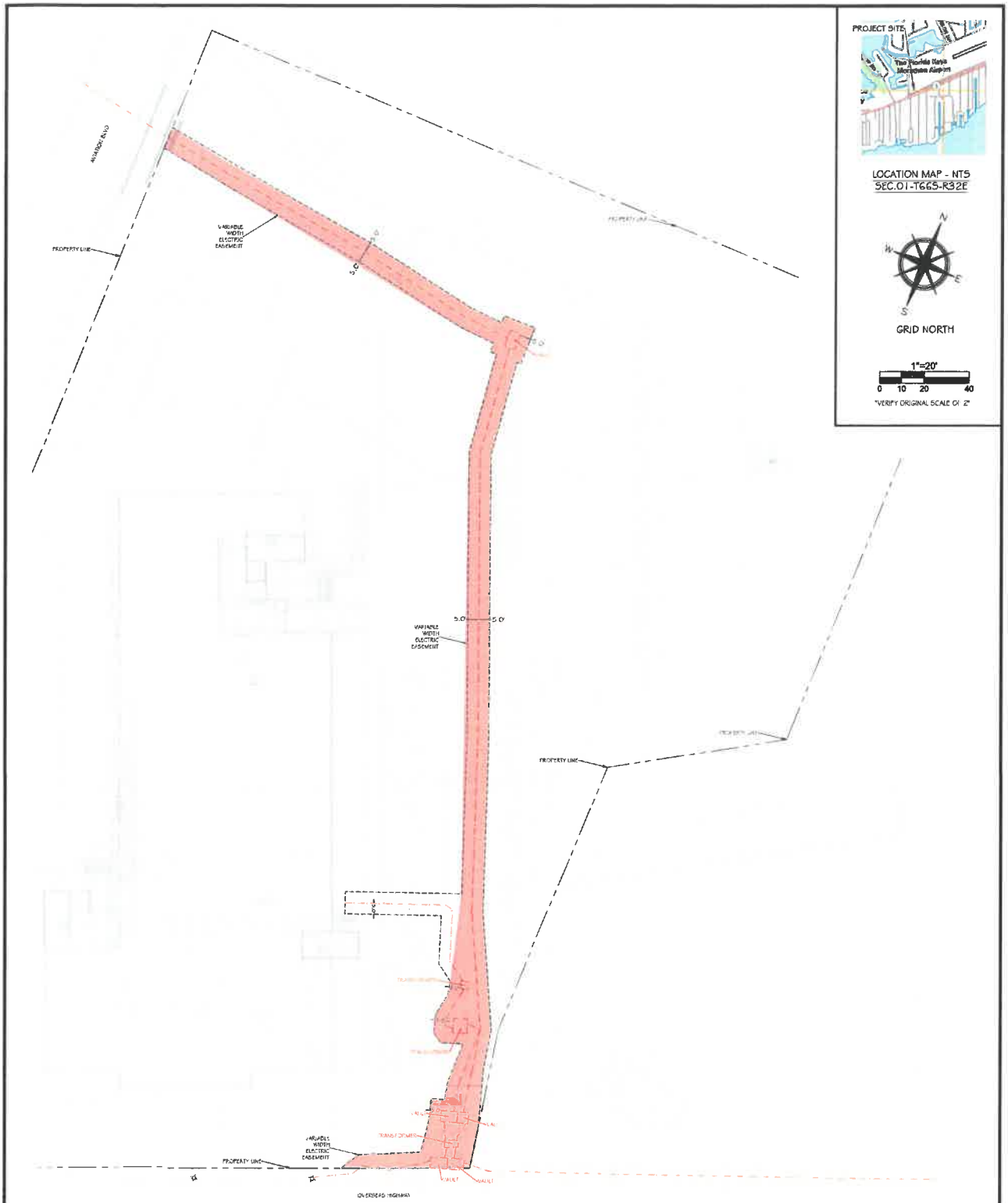
He/she is ☐ personally known to me or ☐ has

produced_____
(Type of Identification)

as identification.

_____
Notary Signature and Stamp

ORIGINAL SIGNATURES, ORIGINAL 2 WITNESSES, AND ORIGINAL NOTARY REQUIRED



SURVEYORS NOTES

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- BACKGROUND IMAGES SHOWN HEREIN IS A PORTION / ROW A AUTOCAD DWG FILE XR-2000SD-DSGN-BASE # XR-2000SD-SRVY-BASE, AND WAS PROVIDED TO SURVEYOR BY CLIENT MAJOR THEIR REPRESENTATIVE, AND IS SHOWN FOR VISUAL REFERENCE ONLY.
- STREET ADDRESS: 7280 OVERSEAS HIGHWAY, MARATHON, FL 33050
- ALL UNITS ARE SHOWN IN U.S. SURVEY FEET
- ALL FIELD DATA WAS ACQUIRED ON 09/19/2023.
- COMMUNITY NO.: 120053 | MAP NO.: 12087C1377L & 12087C1351K, MAP DATE: 02-18-2005, FLOOD ZONE: AE(BASE ELEVATION(S): 7'&5'
- THIS SHEET 1 OF 2 IS NOT FULL AND COMPLETE WITHOUT SHEET 2 OF 2

FLORIDA KEYS LAND SURVEYING
21460 OVERSEAS HWY - SUITE 4
CUDJOE KEY, FL 33042
PHONE: (305) 394-3650
FAX: (305) 509-7373
EMAIL: FKLSemail@Gmail.com

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, FLORIDA STATUTES.

SIGNED:

ERIC A. ISAACS, PSM #6708, PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS NOTED OTHERWISE.
THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY OR MAY NOT BE FOUND ON THIS SHEET

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CBW = CONCRETE BLOCK WALL
CL = CENTERLINE
CLF = CHAIN LINK FENCE
CM = CONCRETE MONUMENT
CONC = CONCRETE
COPP = CONCRETE POWER POLE
CVRD = COVERED
DELTA = CENTRAL ANGLE
DRAGE = DRAINAGE EASEMENT
EL = ELEVATION
ENCL = ENCLOSURE
FF = FACE OF PAVEMENT
FF = FINISHED FLOOR ELEVATION
FH = FIRE HYDRANT
FM = FENCE MIDDLE
FO = FENCE ON
FOL = FENCE ON LINE
GAR = GARAGE
HP = HOSE BIB
IP = IRON PIPE
IR = IRON ROD
L = ARC LENGTH
LB = LANDSCAPE
LP = LIGHT POLE
MES = MES SURVEY
MF = METAL FENCE
MHWL = MEAN HIGH WATER LINE
NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)
NTS = NOT TO SCALE
OH = ROOF OVERHANG
OHW = OVERHEAD WIRES
PC = POINT OF CURVE
PLS = PAPPING METER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PT = POINT OF TANGENCY
R = RADIUS
RBC = ROAD OF COMMENCEMENT
RPC = ROAD OF REVERSE CURVE
RPO = REPAIRMENT POSITIVE MONUMENT
PT = POINT OF TANGENCY
R = RADIUS
RAD = RIGHT OF WAY LINE
SWLD = SHEET METAL CLEAN OUT
SW = SIDE WALK
TBM = TEMPORARY BENCHMARK
TOB = TOP OF BANK
TOS = TOE OF SLOPE
TRANS = TRANSFORMER
TS = TRAFFIC SIGN
TYP = TYPICAL
UE = UTILITY EASEMENT
WD = WOOD DECK
WF = WOOD FENCE
WL = WATER LINE
WM = WATER METER
WPP = WOOD POWER POLE

SYMBOL LEGEND:

- = CATCH BASIN
- = COMMUNICATION BOX
- = CONCRETE UTILITY POLE
- = DRAINAGE MANHOLE
- = ELECTRIC BOX
- = ELECTRIC MANHOLE
- = ELECTRIC PEDESTAL
- = FIRE BOX
- = FIRE HYDRANT
- = GUY WIRE
- = LIGHT POLE
- = SANITARY CLEANOUT
- = SANITARY MANHOLE
- = SIGN
- = SPOT ELEVATION (SURFACE)
- = TELEPHONE MANHOLE
- = WATER METER
- = WATER VALVE
- = WOOD UTILITY POLE

LINE LEGEND

- DUCT BANK — E — E —
- EASEMENT LINE — — — — —
- WATERLINE — WL — WL —
- CHAINLINK FENCE — X — X —

NOTE: LEGAL DESCRIPTIONS (MAY BE) FURNISHED BY THE CLIENT OR PREPARED BY THIS FIRM IF REQUESTED. PUBLIC RECORDS HAVE NOT BEEN RESEARCHED BY THE SURVEYOR TO DETERMINE THE ACCURACY OF THESE DESCRIPTIONS NOR HAVE ADJOINING PROPERTY DEEDS BEEN RESEARCHED TO DETERMINE OVERLAPS OR GAPS(S). ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. THE BOUNDARY SHOWN HEREON REPRESENTS THE SURVEYOR'S OPINION OF THE DEED LINES. THE MEANDERING RIVER LINE WAS NOT DETERMINED FOR THIS SURVEY, THE APPARENT MEAN HIGH WATER LINE IS SHOWN FOR REFERENCE ONLY.

UTILITY ASBUILT SURVEY
MONROE COUNTY EMERGENCY OPERATIONS AND PUBLIC SAFETY CENTER
7280 OVERSEAS HIGHWAY
MARATHON, MONROE COUNTY, STATE OF FLORIDA

DATE: 10/05/2023	SURVEY BY: FKLS	PROJECT:	7280 OVERSEAS HWY
REVISION DATE: XX/XX/2000	DRAWN BY: AWH	H. SCALE:	1"= 20'
JOB NO.: 23-116	CHECKED BY: EAI	SHEET	1 OF 2

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F4
2023-1699

BULK ITEM: Yes

DEPARTMENT: Employee Services

TIME APPROXIMATE:
N/A

STAFF CONTACT: Megan Fiore-Abreu

AGENDA ITEM WORDING: Approval of First Amended and Restated Residential Lease with a County employee for Location 701 Sands Road, Big Pine Key, F, to add a paragraph listing appliances contained in the unit and clarifying that the County will own and maintain the appliances.

ITEM BACKGROUND:
Monroe County Board of County Commissioners owns certain residential properties, which it rents to qualified County employees, per the established Employee Housing Rental Program in Resolution 155-2022. Resolution 088-2023 established the method of selection of lessees; set lease terms; and set the rental rates for County-owned employee housing rental units. The Certificate of Occupancy was issued on March 13, 2023.

The purpose of this First Amended and Restated Lease is to to add paragraph five (5) into the current lease, which lists the appliances contained in the unit and provides that the County shall provide, maintain, and replace as necessary the appliances. The amendment also adds language stating that the Lessee shall contact Employee Services when maintenance is needed for the listed appliances and the Lessee shall not attempt to repair the below listed appliances on their own.

PREVIOUS RELEVANT BOCC ACTION:
February 15, 2023: Resolution 088-2023 was adopted
May 18, 2022: Resolution 155-2022 establishing the Employee Housing Rental Program
June 21,2023: Approval of initial Residential Lease

CONTRACT/AGREEMENT CHANGES:
Amending initial Residential Lease to include paragraph five (5).

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

FINANCIAL IMPACT:

Effective Date: 07/01/2023
Expiration Date: 06/30/2024
Total Dollar Value of Contract: N/A
Total Cost to County: N/A
Current Year Portion: N/A
Budgeted: Yes
Source of Funds: N/A
CPI: No
Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts:
Revenue Producing: Yes If yes, amount: $2,468.51/monthly
Grant: N/A
County Match: N/A
Insurance Required: Yes

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F5
2023-1707

BULK ITEM: Yes

DEPARTMENT: Employee Services

TIME APPROXIMATE:
N/A

STAFF CONTACT: Megan Fiore-Abreu

AGENDA ITEM WORDING: Approval of First Amended and Restated Residential Lease with a County employee for Location 382 Caribbean Drive Unit 1, to add a paragraph listing appliances contained in the unit and clarifying that the County will own and maintain the appliances.

ITEM BACKGROUND:
Monroe County Board of County Commissioners owns certain residential properties, which it rents to qualified County employees, per the established Employee Housing Rental Program in Resolution 155-2022. Resolution 088-2023 established the method of selection of lessees; set lease terms; and set the rental rates for County-owned employee housing rental units.

The purpose of this First Amended and Restated Lease is to add paragraph five (5) into the current lease, which lists the appliances contained in the unit and provides that the County shall provide, maintain, and replace as necessary the appliances. The amendment also adds language stating that the Lessee shall contact Employee Services when maintenance is needed for the listed appliances and the Lessee shall not attempt to repair the below listed appliances on their own.

PREVIOUS RELEVANT BOCC ACTION:
February 15, 2023: Resolution 088-2023 was adopted
May 18, 2022: Resolution 155-2022 establishing the Employee Housing Rental Program
May 17, 2023: Current residential lease approved

CONTRACT/AGREEMENT CHANGES:
Amending initial Residential Lease to include paragraph five (5).

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

FINANCIAL IMPACT:

Effective Date: 06/01/2023
Expiration Date: 05/31/2024
Total Dollar Value of Contract: N/A
Total Cost to County: N/A
Current Year Portion: N/A
Budgeted: Yes
Source of Funds: N/A
CPI: No
Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts:
Revenue Producing: Yes If yes, amount: $842.89/monthly
Grant: N/A
County Match: N/A
Insurance Required: Yes

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F6
2023-1710

BULK ITEM: Yes **DEPARTMENT:** Waste Water

TIME APPROXIMATE: **STAFF CONTACT:** Tina LoSacco

AGENDA ITEM WORDING: Approval to issue a $47,000.00 task order (Task Order # 1) to Anser Advisory Consulting, LLC d/b/a/ Anser Advisory for professional consulting services for annual maintenance and certification of the County's non-ad valorem special assessment program for wastewater during a five year period beginning 10/1/2023 and ending 9/30/2028.

ITEM BACKGROUND:
On May 27, 2023, the County entered into an Agreement for Professional Services for Special Assessments. Paragraph 2.1 of the Agreement states that when Consultant's services are required, the County shall issue a task order for the required services. The County now desires to engage the services of Anser Advisory to provide professional consulting services for annual maintenance and certification of the County's non-ad valorem special assessment program for wastewater.

PREVIOUS RELEVANT BOCC ACTION:
On May 22, 2019, Monroe County entered into an agreement with Government Services Group for the maintenance and certification of the wastewater non-ad valorem special assessments. This agreement expired in September 2023.in January 2023, Monroe County issued a Request for Proposals ("RFP") for Professional Services for Special Assessments, seeking vendors capable of providing professional services for collection of non-ad valorem special assessment programs for canals, sea level rise/road adaptation, wastewater programs, and solid waste. Consultant was selected as a vendor pursuant to the RFP.

On May 27, 2023, the County entered into an Agreement for Professional Services for Special Assessments ("Agreement") with Consultant to provide professional consulting services for the County's special assessment programs.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

TASK ORDER #1 Anser Advisory 10.17.2023 caystmp.pdf
COI Anser Advisor exp 1 17 2024.pdf
05_17_2023 Agreement Anser.pdf

FINANCIAL IMPACT:
Total dollar value of the task order is $235,000.00 over the 5 years. $47,000.00 is due annually. This amount is budgeted, and the source of funding is special assessment revenue.

TASK ORDER #1

By and between
ANSER ADVISORY CONSULTING, LLC D/B/A ANSER ADVISORY
and
MONROE COUNTY, FLORIDA

FOR PROFESSIONAL CONSULTING SERVICES FOR THE ANNUAL MAINTENANCE AND CERTIFICATION OF NON-AD VALOREM SPECIAL ASSESSMENT ROLLS FOR THE MONROE COUNTY WASTEWATER PROGRAM

This Task Order No 1 is entered into on November 8, 2023, by and between Monroe County, hereinafter referred to as the "County" and Anser Advisory Consulting, LLC d/b/a Anser Advisory hereinafter referred to as "Consultant," for professional consulting services for the annual maintenance and certification of non-ad valorem special assessment rolls for the wastewater program including Cudjoe Inner Islands, Cudjoe Outer Islands, Stock Island, Stock Island 2, Big Coppitt/Duck Key, and Big Coppitt/Duck Key Supplemental Service Areas.

WHEREAS, in January 2023, Monroe County issued a Request for Proposals ("RFP") for Professional Services for Special Assessments, seeking vendors capable of providing professional services for collection of non-ad valorem special assessment programs for canals, sea level rise/road adaptation, wastewater programs, and solid waste; and

WHEREAS, Consultant submitted a proposal in response to the RFP; and

WHEREAS, Consultant was selected as a vendor pursuant to the RFP, and on May 27, 2023, the County entered into an Agreement for Professional Services for Special Assessments ("Agreement") with Consultant to provide professional consulting services for the County's special assessment programs; and

WHEREAS, paragraph 2.1 of the Agreement states that when Consultant's services are required, the County shall issue a Task Order for the required services in accordance with the terms and conditions outlined in this Agreement and the specific Task Order;

WHEREAS, the County now desires to engage the services of Anser Advisory to provide professional consulting services for annual maintenance and certification of the County's non-ad valorem special assessment program for wastewater.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant agree to the following task:

1. Scope of Services.

The scope of services for this Task Order shall consist of the following: Consultant shall provide ongoing administrative services for update and maintenance of the databases necessary to create and certify the final assessment roll on an annual basis in compliance with statutory timeframes and develop an end-of-year report for County staff.

The scope shall also include the maintenance of an online database for County staff to create pay off memos and enter payoffs that are received. Consultant will manage the database annually by providing the County with a list of payoffs received.

2. Compensation

Monroe County agrees to pay forty-seven thousand dollars ($47,000) per year for each of the five (5) fiscal years covered by this Task Order. The payment schedule shall be as follows:

Payment Schedule	
January 2024-2028	25% of fixed fee ($11,750.00)
April 2024 – 2028	25% of fixed fee ($11,750.00)
July 2024 – 2028	25% of fixed fee ($11,750.00)
September 2024 - 2028	25% of fixed fee ($11,750.00)

The fee for professional services does not include any on-site visits by Consultant. Any requested on-site meetings by Anser staff may be arranged at our standard hourly rates provided below. All expenses related to these requested meetings will be billed in accordance with Section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for Anser are as follows:

Anser Advisory	
Senior Advisor	$285
Vice President/Managing Director	$285

Assistant Director/Senior Project Manager	$235
Project Manager/Project Coordinator	$185
Senior Data Analyst	$185
Database Analyst/Technical Services	$150
Project Analyst	$ 90
Program and Administrative Support	$ 75

The lump sum fee does not include the cost of producing and mailing first class notices, if required. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately $1.53 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rates. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

3. Term of Task Order

This Task Order shall be effective as of October 1, 2023 and shall expire on September 30, 2028.

In all other respects, the terms and conditions of the Agreement remain unchanged and shall apply.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, each party has caused Task Order # 1 to be executed by its duly authorized representative as set forth below.

MONROE COUNTY, FLORIDA	**ANSER ADVISORY**
By: _____	By: _____
Craig Cates, Mayor	Ian Alderson, Senior Vice President
Date:	Date:

Approved as to form and legal sufficiency:

Monroe County Attorney's Office

10-16-2023

Cynthia L. Hall

ANSERAD-01 EMORRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2023

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

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

PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartford A(XV)	20478
INSURER B : Continental Insurance Company A(XV)	35289
INSURER C : American Casualty Co of Reading, PA A(XV)	20427
INSURER D : Evanston Insurance Company	35378
INSURER E :	
INSURER F :	

INSURED
Anser Advisory Consulting LLC.
1500 Mahan Drive
Tallahassee, FL 32308

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7011411355	1/17/2023	1/17/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7011411369	1/17/2023	1/17/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7011652381	1/17/2023	1/17/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		7011411372	1/17/2023	1/17/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			MKLV7PL0005704	1/17/2023	1/17/2024	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CANAL RESTORATION PROGRAM,
SEA LEVEL RISE AND FLOOD MITIGATION PROGRAM, AND OTHER POTENTIAL PROGRAMS

Monroe County Purchasing Department is listed as additional insured for general liability when required by written contract.

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton St
Key West, FL 33040

APPROVED BY RISK MANAGEMENT
BY
DATE 5/22/2023
WAIVER N/A___YES___

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Frances J Bailey

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Kevin Madok, CPA

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

DATE: May 24, 2023

TO: Rhonda Haag
Chief Resilience Officer

Janet Gunderson
Grants Coordinator

FROM: Pamela G. Hancock, D.C.

SUBJECT: May 17th BOCC Meeting

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

P4 Contract with Anser Advisory for professional consulting services to develop non-ad valorem special assessments for County projects including canals, road adaptation, stormwater, flood mitigation, wastewater and other existing or new programs and services.

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

cc: County Attorney
Finance
File

AGREEMENT
FOR PROFESSIONAL SERVICES FOR SPECIAL ASSESSMENTS
BETWEEN
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
ANSER ADVISORY

This Agreement ("Agreement") made and entered into this 17th day of May 2023 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"), and Anser Advisory, 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308, a corporation duly authorized to do business within the State of Florida ("CONSULTANT") (collectively, the "Parties').

WITNESSETH:

WHEREAS, the COUNTY is in need of a firm to provide professional services necessary for the continued collection of non-ad valorem special assessments for the operations and maintenance of an existing canal restoration project ("Canal 266" on Big Pine Key, Florida); and

WHEREAS, the County is also in need for the development of numerous new non-ad valorem special assessments programs to fund operations and maintenance ("O&M") expenses for new canal restoration projects; and

WHEREAS, the COUNTY is also in need for the development of assessments to fund capital and O&M expenses for road adaptation projects or related areas in the County's sea level rise and flood mitigation program ("Projects") and recognizes that such assessments may be complicated and require extensive levels of research to ensure the proposed methodologies are legally defensible; and

WHEREAS, the County also has established programs to collect special assessments for wastewater programs and solid waste which may be included under this Agreement; and

WHEREAS, on January 26, 2023, the COUNTY issued a Request for Proposals ("RFP") seeking qualified responsible and responsive proposals for providing services as described in the RFP including those described herein; and

WHEREAS, on March 7, 2023 the CONSULTANT responded with a proposal and represented that it has the requisite skills, expertise and work force to provide the required services; and

WHEREAS, the professional services required by this Contract will be for services in the form of a continuing contract, commencing the effective date of this agreement and ending five years thereafter; and

WHEREAS, specific services will be performed pursuant to individual task orders issued by the COUNTY and agreed to by the CONSULTANT. Task Orders will contain specific scope of work, time schedule, charges and payment conditions, and additional terms and conditions that are applicable to such Task Orders, and;

WHEREAS, execution of a Task Order by the COUNTY and the CONSULTANT constitutes the COUNTY's written authorization to CONSULTANT to proceed with the services described in the Task Order, and;

WHEREAS, the terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When a Task Order is to modify a provision of this Agreement, the Article of this Agreement to be modified will be specifically referenced in the Task Order and the modification shall be precisely described.

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

FORM OF AGREEMENT

ARTICLE I

1.1 REPRESENTATIONS AND WARRANTIES

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

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

1.1.2 The CONSULTANT will become familiar with the site(s) and the local conditions for each Project to be completed as the County moves forward. The CONSULTANT will also conduct research on assessment methodologies and will put forth the most beneficial options for consideration.

1.1.3 The CONSULTANT shall prepare all documentation required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in verifying work completed and shall be in conformity and comply with all applicable law, codes and regulations. The CONSULTANT warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to document costs in a manner that is acceptable

for reimbursement by government agencies, therefore eliminating any additional cost due to missing or incorrect information. The methodologies will also be legally defensible. The CONSULTANT shall assist the COUNTY in defending the methodologies and proposed assessments in a court of law if necessary.

1.1.4 The CONSULTANT assumes full responsibility to the extent allowed by law concerning performance and those directly under his employ.

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

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

1.1.7 The CONSULTANT shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

1.2 **Contract Documents.** This Agreement shall consist of this contract, including any and all attachments and exhibits; the RFP, including all addenda; CONSULTANT's response to the RFP, all of which are incorporated by reference in this Agreement. In the event of any conflict between any of the Contract documents, this Agreement will control or alternatively the one imposing the greater burden on the CONSULTANT will control.

ARTICLE II
SCOPE OF BASIC SERVICES

2.1 SCOPE OF SERVICES.

The CONSULTANT'S Scope of Basic Services consist of those described in Attachment A to this Agreement. From time to time, the COUNTY shall issue Task Orders for those services describes in **Attachment A** and the CONSULTANT shall perform described in the individual Task Orders in accordance with the terms and conditions outlined in this Agreement and the specific Task Order.

By executing this Agreement, the CONSULTANT acknowledges that it has thoroughly reviewed the documents incorporated in this Agreement and that it accepts the scope of services to be performed and the conditions under which the work shall be performed.

2.2 CONSULTANT shall perform and carry out in a professional and proper manner certain duties as described in the Task Orders to be issued. CONSULTANT shall provide the scope of services in the task orders for the COUNTY. CONSULTANT warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these Agreement documents. The CONSULTANT shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. CONSULTANT shall provide services using the following standards, as a minimum requirement:

A. The CONSULTANT shall maintain adequate staffing levels to provide the services required under the Agreement resulting from the RFQ process.

B. The personnel shall not be employees of or have any contractual relationship with the COUNTY. To the extent that CONSULTANT uses subcontractors or independent contractors, this Agreement specifically requires that subcontractors and independent contractors shall not be an employee of or have any contractual relationship with COUNTY.

C. All personnel engaged in performing services under this Agreement shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

2.2 NOTICE REQUIREMENT

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

Ms. Rhonda Haag
Chief Resilience Officer
102050 Overseas Highway, Suite 246
Key Largo, FL 33037

With a copy to:
Monroe County Attorney's Office
1111 12th St. Suite 408
Key West, FL 33040

For the CONSULTANT:
Anser Advisory
Sandi Neubarth, Assistant Director and Senior Program Manager

1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308

Electronic copies:

A copy of the notice shall also be emailed to:
Haag-rhonda@monroecounty-fl.gov
Hall-cynthia@monroecounty-fl.gov
Sandi.Neubarth@anseradvisory.com

ARTICLE III
ADDITIONAL PRODUCTS AND SERVICES

3.1 Additional products and services are those products and services not included in the Scope of Basic Services. Should the COUNTY require additional products or services they shall be paid for by the COUNTY at pricing, rates or fees as negotiated and in accordance with the competitively bid pricing submitted by CONSULTANT in its proposal in response to the RFP, Attachment B.

3.2 If Additional Services are required the COUNTY shall issue a letter requesting and describing the requested products and services to the CONSULTANT. The CONSULTANT shall respond with a fee proposal to provide the requested products and/or to perform the requested services. Only after receiving a Task Order for the Additional Services, shall the CONSULTANT proceed with the Additional Services. Any additional services must be funded and approved by the Board of County Commissioners.

ARTICLE IV
COUNTY'S RESPONSIBILITIES

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

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

4.3 Prompt written notice shall be given by the COUNTY and the CONSULTANT's representative if either become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.2.

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

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

ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS

5.1 The CONSULTANT covenants and agrees to indemnify and hold harmless COUNTY/Monroe County and Monroe County Board of County Commissioners, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT, subcontractor(s) and other persons employed or utilized by the CONSULTANT in the performance of the contract.

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

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

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

ARTICLE VI
PERSONNEL

6.1 PERSONNEL

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. The staff approved to conduct work under this agreement are specified in Attachment B.

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

NAME	FUNCTION
Robert Sheets	Senior Advisor
Sandi Neubarth	Project Director and Senior Project Manager
Shane Black	Project Manager
Rashad Sapp	Senior Analyst
Allan Hernandez	Analyst

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. If they are replaced the CONSULTANT shall notify the COUNTY of the change immediately.

ARTICLE VII
COMPENSATION and TERM

7.1 The COUNTY shall pay the CONSULTANT in current funds for the CONSULTANT'S performance of this Agreement based on quotations for each project, each of which shall be based on the hourly rates included in **Attachment B** and the competitively bid pricing as outlined in the Proposal submitted by the CONSULTANT, attached hereto as **Attachment C**.

7.2 PAYMENTS

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid monthly based on submission of services and deliverables that have been accepted by the COUNTY. Payment will be made pursuant to the Local Government Prompt Payment Act 218.70, Florida Statutes.

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

7.3 BUDGET AND REIMBURSEABLE EXPENSES

7.3.1 The CONSULTANT may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal

year (October 1 - September 30) by COUNTY's Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the COUNTY's Board of County Commissioners.

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

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

7.4 TERM OF AGREEMENT

The initial term of this Agreement is for a five (5) year period commencing upon final execution of the Agreement by the Parties ("Effective Date"). This Agreement may be renewed upon mutual agreement of the parties for up to five (5) additional years. Any renewal is contingent upon successful renegotiation of the hourly rates shown in Attachment A by the parties and a written amendment to this Agreement. Any renewal of this Agreement must be in writing and signed by both the COUNTY and CONSULTANT.

ARTICLE VIII
INSURANCE

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

Coverage	Minimum Limits	Form #
Workers' Compensation	Statutory	WC1
Employers Liability	$200,000/$500,000/$100,000	
Commercial general Liability	$300,000 Combined Single Limit	GL1
Vehicle Liability	$200,000/person;$300,000/occurrence $200,000 Property Damage Or $300,000 Combined Single Limit	VL2
Professional Liability	$500,000/$1,000,000	PRO1

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

8.3 CONSULTANT shall obtain and maintain the following policies:

A. Workers' Compensation insurance as required by the State of Florida, sufficient to respond to Florida Statute 440 (See Form WC1).

B. General Liability Insurance, including Personal Injury Liability, covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the CONSULTANT or any of its employees, agents or subcontractors or subcontractors, including Premises and/or Operations, Products and Completed Operations, Independent Contractors; Broad Form Property Damage and a Blanket Contractual Liability Endorsement with $300,000 Limits (See Form GL1).

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

C. Professional Liability Insurance of $1,000,000 limits. If the policy is a "claims made" policy, CONSULTANT shall maintain coverage or purchase a "tail" to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes (See Form PRO3).

D. COUNTY shall be named as an additional insured.

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

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

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

ARTICLE IX
MISCELLANEOUS

9.1 SECTION HEADINGS

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

9.2 SUCCESSORS AND ASSIGNS

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

9.3 NO THIRD PARTY BENEFICIARIES

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

9.4 TERMINATION

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

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

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

breach. The maximum amount due to CONSULTANT shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

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

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

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

9.5 PUBLIC ENTITIES CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or CONSULTANT under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided

in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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

9.6 MAINTENANCE OF RECORDS

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

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

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

9.10 SEVERABILITY

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

9.11 ATTORNEY'S FEES AND COSTS

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

9.12 BINDING EFFECT

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

9.13 AUTHORITY

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

9.14 CLAIMS FOR FEDERAL OR STATE AID

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

9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS

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

9.16 COOPERATION

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

9.17 NONDISCRIMINATION

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

9.18 COVENANT OF NO INTEREST

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

9.19 CODE OF ETHICS

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

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

9.20 NO SOLICITATION/PAYMENT

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

9.21 PUBLIC ACCESS.

Public Records Compliance. CONSULTANT must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and CONSULTANT shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other

"public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and CONSULTANT in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the CONSULTANT. Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The CONSULTANT is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the CONSULTANT is required to:

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

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

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

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

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

If the CONSULTANT does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the CONSULTANT. A CONSULTANT who fails to provide

the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section119.10, Florida Statutes.

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

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

9.22 NON-WAIVER OF IMMUNITY

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

9.23 PRIVILEGES AND IMMUNITIES

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

9.24 LEGAL OBLIGATIONS AND RESPONSIBILITIES

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

9.25 NON-RELIANCE BY NON-PARTIES

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

9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION

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

9.27 NO PERSONAL LIABILITY

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

9.28 EXECUTION IN COUNTERPARTS

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

9.29 E-VERIFY SYSTEM

Beginning January 1, 2021, in accordance with F.S. 448.095, the CONSULTANT and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require

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

9.30 UNCONTROLLABLE CIRCUMSTANCE

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project;(each, a "Uncontrollable Circumstance"). CONSULTANT'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by CONSULTANT under this Section. CONSULTANT shall give County written notice within 7 days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. CONSULTANT shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The CONSULTANT may only seek a no cost extension for such reasonable time as the Owners Representative may determine.

ARTICLE X
FEDERAL CLAUSES

10.1 SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

The County strongly encourages the use of women-, minority- and veteran-owned business enterprises (SBEs) and wishes to see a minimum of 25% of the contract or subcontracts awarded pursuant to this RFP go to SBEs. Contractors may search for Florida registered SBEs at:
http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd.

Any proposal submitted in which the vendor is certified as an SBE, or in which the vendor proposes to use subcontractors that are certified as SBEs, in Florida or another jurisdiction, must submit proof of the registration or certification from the local authority in order to receive credit for the use of the SBE.

10.2. AUDIT OF RECORDS

CONSULTANT shall grant to the County, DEM, FEMA, the Federal Government, and any other duly authorized agencies of the Federal Government or the County where appropriate the right to inspect and review all books and records directly pertaining to the Contract resulting from this RFP for a period of five (5) years after final grant close-out by FEMA or DEM, or as required by applicable County, State and Federal law. Records shall be made available during normal working hours for this purpose.

In the event that FEMA. DEM, or any other Federal or State agency, or the County, issues findings or rulings that the amounts charged by the CONSULTANT or any portions thereof, were ineligible or were non-allowable under federal or state Law or regulation, CONSULTANT may appeal any such finding or ruling. If such appeal is unsuccessful, the CONSULTANT shall agree that the amounts paid to the CONSULTANT shall be adjusted accordingly, and that the CONSULTANT shall, within 30 days thereafter, issue a remittance to the County of any payments declared to be ineligible or non-allowable.

CONSULTANT shall comply with federal and/or state laws authorizing an audit of CONSULTANT's operation as a whole, or of specific Project activities.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to County or imply that the CONSULTANT or the CONSULTANT's services are endorsed by the County.

10.3. NONDISCRIMINATION (required language from 41 C.F.R. § 60-1.4(b)).

During the performance of this Agreement, the CONSULTANT agrees as follows:

(1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

(4) The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

10.4. OTHER FEDERAL CONTRACT REQUIREMENTS

As Applicable, the CONSULTANT and its subcontractors must follow the provisions as set forth in Appendix II to Part 200, as amended, including but not limited to:

A. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

B. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act

as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

FILED FOR RECORD
2023 MAY 24 AM 9:57

C. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

D. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors who apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

E. Americans with Disabilities Act of 1990 (ADA) – The CONSULTANT will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONSULTANT pursuant thereto.

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

10.5. No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

10.6. Program Fraud and False or Fraudulent Statements or Related Acts. The CONSULTANT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

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

ATTEST: Kevin Madok, Clerk

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest:

BY: Kelley E Lindsey

Title: Finance Manager

ANSER ADVISORY

By: _____

Robert Sheets
Title: Executive Vice President

END OF AGREEMENT

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 4-28-2023

Cynthia L. Hall

ATTACHMENT A- SCOPE OF SERVICES

1. SCOPE OF SERVICES

A. New assessments:

The Agreement will cover the development and implementation of new non-ad valorem special assessment programs for canal restoration projects and road adaptation/ flood mitigation projects and potential other programs. The development of the non-ad valorem tax rolls is described in Tasks 1-7 below.

The County will issue task orders for individual projects as it is ready to proceed. These are expected to be on a per-canal or per-neighborhood road adaptation basis. The assessment may be for capital, operations and maintenance ("O&M"), or a combination thereof as directed by the County.

The County anticipates that the following tasks will be required:

Task 1: Conduct research on methodologies. Evaluate existing data sources and identify methodologies for developing the preliminary assessment roll.

The Consultant will obtain and review existing data sources such as project area maps, the Monroe county GIS database and Tier data, Monroe County Property Appraiser's data, ad valorem tax rolls, Monroe County Tax Collector data, and other sources of data. The Consultant will develop alternative methodologies for development of each preliminary assessment roll and recommend the preferred methodology.

Alternative methodologies for development of the preliminary assessment roll shall include but not be limited to:

- assessment on a per parcel or per lot methodology,
- assessment on a square foot or frontage methodology,
- assessment by level of benefit, and
- any other methodologies proposed for canal restoration and/or sea level rise/road adaptation projects.

The Consultant acknowledges that an assessment methodology particular to a County roads adaptation or flood mitigation project may or may not exist elsewhere and may require in-depth research to define the benefit area, level of service to be provided, potential varying levels of service, etc. The Consultant will specify how it is determined which property owners receive a benefit from a roads adaptation project and if multiple layers of benefits and assessments are recommended. There is potential for a capital assessment, O&M assessment, or a combination.

The Consultant will specify how the proposed methodology is legally defensible.

Task 2: Conduct Internal and External Outreach Meetings:

Consultant shall conduct public outreach if directed by the County, which may include in person and virtual meetings. Consultant shall propose methods of outreach, type of materials and schedule. Commissioner briefings shall be included. Contact list may need to be developed for each project, developed through written letters to lot owners requesting contact information. Presentations will need to be developed.

The County may bring in other consultants to support the research and development of methodologies and stakeholder outreach. The Consultant will work cooperatively with all such consultants.

Task 3: Develop Preliminary Assessment Roll upon approval of methodology by County.

Once the methodology is selected, the Consultant will develop the preliminary assessment roll and print, stuff and mail first class notices to property owners. An electronic summary spreadsheet that include the property owner's name, address, RE number, AK number, and amount of the assessment will be provided to the County.

Task 4: Certification of Final Assessment Roll

Consultant will make necessary revisions to the preliminary assessment roll prior to providing the certified roll to the County's Tax Collector. The Consultant will contact the Tax Collector at 305-295-5010 to identify the required layout of the final assessment roll and number of copies to be provided on CD and in hard copies or by other medium as may be directed by the Tax Collector. Necessary revisions may include:

- Addition of parcels, deletion of parcels, depending on selected methodology for collection of connection fees for vacant parcels.
- Adjustments to special assessment allocations following appeals, if any.

Task 5: Provide direction to Monroe County for compliance with statutory requirements associated with collection of special assessment by the uniform method.

Consultant will review County ordinances and implementing resolutions associated with the assessment program and provide assistance with the legal requirements for public hearings and development of appropriate published notices, as needed.

Task 6: Conduct Progress Meetings.

Consultant will schedule, plan, and conduct meetings, as necessary. Progress meetings with County staff, and presentation to the Board of County Commissioners, are included in this basic scope of services.

B. Existing Assessment Programs.

For any assessment program already adopted by the County (e.g., Canal 266), and for the second year of new assessments and beyond, the following additional Task shall apply:

Task 7: Provide proposal for annual maintenance and certification of non-ad valorem assessment special assessment rolls.

Consultant shall provide ongoing administrative service for update and maintenance of databases necessary to create and certify the final assessment roll on an annual basis in compliance with statutory timeframes.

C. For all assessments.

Task 8: Consultant shall provide support to the County for any legal action initiated against the County regarding a potential or existing assessment.

Attachment B

Personnel authorized to Work

Name, Title	Hourly Rate
Robert Sheets, Executive Vice President	$285
Sandi Neubarth, Assistant Director & Sr. Program Manager	$235
Shane Black, Project Manager	$185
Rashad Sapp, Senior Analyst	$185
Allan Hernandez, Analyst	$150

Attachment C- CONSULTANT Proposal

REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES FOR SPECIAL ASSESSMENTS

MONROE COUNTY

CANAL RESTORATION PROGRAM, SEA LEVEL RISE AND FLOOD MITIGATION PROGRAM, AND OTHER POTENTIAL PROGRAMS

TUESDAY, MARCH 7, 2023, AT 3:00 PM

COMPANY INFORMATION:
ANSER ADVISORY
1500 MAHAN DRIVE, SUITE 250
TALLAHASSEE, FL 32308

CONTACT INFORMATION:
DAVID JAHOSKY
850.681.3717
DAVID.JAHOSKY@ANSERADVISORY.COM

ANSER ADVISORY

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APPENDIX A

March 7, 2023

Monroe County, FL

OMB-BIDS@monroecounty-fl.gov
1100 Simonton Street
Key West, FL 33040

RE: **Response to Request for Proposals (RFP)**
Professional Services for Special Assessments - Monroe County, Florida

To whom it may concern,

This correspondence is being submitted in response to Monroe County's (County) Request for Proposal (RFP) for professional services for special assessments for canal restoration program, sea level rise and flood mitigation program, and other potential programs.

Anser Advisory (Anser) is a national program management and advisory firm that provides high-quality solutions to our clients' challenges. In November 2021, Government Services Group, Inc. (GSG) was acquired by Anser and is now the Government Services Practice within the Advisory and Compliance section of Anser.

We understand that the County is seeking a highly qualified firm capable of providing professional services and specialized assistance necessary for the continued collection of non-ad valorem special assessments for one existing canal restoration project (Canal 266) and the development of numerous new additional non-ad valorem special assessment programs to use funding sources for approximately 1-20 new additional canal restoration projects and 1-20 roads or related areas in the County's sea level rise and flood mitigation program ("Projects"). Accordingly, this correspondence is being submitted as confirmation of Anser's interest in providing the requested services and assistance.

Anser's Government Services Practice (formerly known as GSG) has earned a reputation as a leader in the development, implementation and administration of special assessment programs. We believe that our experience, in Monroe County and the entire State of Florida, in developing unique funding and service delivery solutions, coupled with our specialization in government finance and taxation issues, will enable our firm to provide fully developed and complete program(s) that will satisfy the County's specific project requirements. As demonstrated throughout our proposal, we have the expertise, experience and in-house resources to complete this project on schedule and within budget.

Anser's Government Services Practice (Anser GSP) (formerly known as Government Services Group, Inc. or GSG) has also developed and maintained extensive relationships with the County Property Appraisers and Tax Collectors involved in our clients' special assessment programs. Anser GSP is recognized as a firm that understands the responsibilities and procedures of these Constitutional offices and as a result, can effectively utilize the ad valorem tax roll data required for the development of the special assessment programs.

What will The County get when it hires Anser?

Anser GSP is the leader in the State for development and implementation of special assessment programs. Anser GSP has developed and implemented more special assessment programs in Florida than any other consulting firm. When the County hires Anser, they can be assured that they will get:

- A legally defensible assessment methodology that is specifically tailored to meet the County's goals and objectives.
- A thorough understanding of the benefit received by property owners.
- A thorough understanding of the financial impact on all affected property owners.
- A matrix of sound and reasoned recommendations for successful implementation.
- A consulting firm with a successful track record and proven experience.
- A consulting firm with a problem solving attitude.
- A consulting firm with a total commitment to quality.

What sets Anser apart from other firms?

As demonstrated throughout our proposal, Anser GSP has developed and implemented more special assessment programs in the State of Florida than any other consulting firm. Anser GSP developed some of the first assessment programs in Florida and over the years we have continued to help write the laws for special assessments. What we believe differentiates us from other consulting firms is:

- We are recognized by the Courts as an expert in the development and implementation of special assessment programs.
- We are recognized by the Florida Department of Revenue, Property Appraisers and Tax Collectors as an expert in the area of assessment roll development and certification.
- We are recognized as the experts in alternative funding solutions by the Florida Association of Counties, Florida League of Cities, Florida City County Managers Association, and Florida Government Finance Officers Association.
- We have a proven track record of creating legally defensible special assessment programs and assisting our clients with successful implementation.
- We have extensive knowledge of Monroe County and the data available from the Monroe County Property Appraiser as we have been assisting Monroe County and several of the Monroe cities with their annual assessments programs since the early 2000's.
- We are experienced in the requirements for collecting non-ad valorem assessments on the tax bill and specifically, the processes for the Monroe County Tax Collector, as we have assisted Monroe County and several of the Monroe cities certify their non-ad valorem assessment rolls to the Monroe County Tax Collector since the early 2000's.
- We know what it takes to get the job done and will negotiate a lump sum fee based on the goals and objectives of our client. There are no hidden costs or add-ons.
- Our specific experience working for Monroe County and its cities cannot be matched by any other consulting firm.
  - We have managed the data and processed the assessments for the Monroe County Solid Waste assessment program since 2002.
  - We have worked with the Village of Islamorada since 1999 and successfully implemented special assessment programs Village-wide for solid waste, stormwater, wastewater planning, as well as wastewater improvements for the North Plantation Key service area, Woods Corner, and remaining service areas.

- We have worked with the City of Marathon since 2002 and successfully implemented special assessment programs for stormwater and wastewater improvements for Service Areas 4 and 6, the Little Venice Service Area, and Service Areas 1,2,3,5 and 7.
- We have worked with Monroe County on wastewater projects since 2003 and successfully implemented special assessment programs for the Stock Island, Big Coppitt, Duck Key, Cudjoe Key, Long Key, Inner Islands, and Outer Islands service areas.
- We began working with Monroe County to develop canal maintenance assessment programs in 2017 and assisted the County successfully implement the Canal 266 assessment program in 2019.
- We have created two online database management services for Monroe County that are currently still in use:
  - In 2006, the Solid Waste Assessment Online Assessment Data Management Service was created and implemented.
  - In 2007, the Wastewater Assessment Online Assessment Data Management Service was created and implemented.
- We have managed the data and processed the assessments for Key Colony Beach's stormwater assessment program since 2016.
- We have managed the data and processed the assessments for the City of Key West's solid waste and stormwater assessment programs since 2013.
- We have handled the data reconciliation, final data conversion and transmittal of assessment rolls to the Monroe County Tax Collector since 2011 for the Key Largo Wastewater Treatment District.

Anser is very excited about the opportunity to continue working with Monroe County and continuing to provide professional services for the County's special assessment programs. I am the Senior Vice President of Anser and authorized to represent Anser in all matters related to this engagement. To further discuss this response, or any other related question or matters, please feel free to contact me at (850) 681-3717 or David.Jahosky@anseradvisory.com.

Sincerely,



David G. Jahosky
Senior Vice President
1500 Mahan Drive, Suite 250 Tallahassee, FL 32308
david.jahosky@anseradvisory.com | **850.681.3717**

1. FIRM OVERVIEW

ANSER ADVISORY

FIRM OVERVIEW

Anser Advisory Consulting, LLC dba Anser Advisory (Anser) is licensed in the State of Florida and is a limited liability company chartered in Delaware with its principal place of business in Santa Ana, California and is in good legal standing.

Anser is a national program management and advisory firm that provides high-quality solutions to our clients' challenges. In November 2021, Anser acquired Government Services Group, Inc. (GSG), a Florida-based company providing specialized services to cities, counties and special districts with the development of alternative revenue programs, identification of enhanced revenue opportunities, and overall evaluation and long-term planning of financial growth. GSG is now the Government Services Practice within the Advisory and Compliance section of Anser (Anser GSP). Anser GSP has offices in Longwood and Tallahassee, Florida. The work effort for this project will be primarily conducted from our Tallahassee office.

Anser understands that Monroe County (County) is seeking a highly qualified firm capable of providing professional services and specialized assistance necessary for the continued collection of non-ad valorem special assessments for one existing canal restoration project (Canal 266) and the development of numerous new additional non-ad valorem special assessment programs to use funding sources for approximately 1-20 new additional canal restoration projects and 1-20 roads or related areas in the County's sea level rise and flood mitigation program ("Projects"). Accordingly, this proposal is being submitted as confirmation of Anser's interest in providing the requested services and assistance.

Anser has delivered value-added Non-Ad Valorem Assessment services to various Florida clients since 1996. Our services begin with strategic organizational planning and continue by managing each project's execution and compliance. With a diverse client base, our team is adept at adding value to early program development through creativity and critical thinking. We dive into projects at any development cycle phase, with a crucial focus on driving value and maximizing accountability. We are unconventional as a firm because we believe in honoring old-school traditions while leveraging new-school methods. This is our value proposition to you.

We deliver this proposition by bringing world-class people together in a nationally recognized Great Place to Work™ with the management and technology infrastructure to continually offer clients deep expertise, sector-specific experience, and rapid deployment of project resources. Our business is structured around two main service lines, each of which will be brought together for this assignment, leveraging relevant Anser resources

OVERVIEW OF SERVICES

Non-Ad Valorem Assessments
Construction Management
Program Management
Project Management
Quality Assurance / Quality Control
Cost Estimating
Project Controls
Utility Management
Contract Administration
Energy and Sustainability

WHO WE ARE

1,200+

National Professionals

27+

Years of Assessment Experience

300+

Special Assessment Programs involving over 150 Florida cities and counties

OFFICE TO PERFORM WORK

1500 Mahan Drive, Suite 250
Tallahassee, FL 32308

2022 ENR TOP 50 PROGRAM MANAGEMENT FIRMS
2022 HOT FIRM ZWEIG GROUP
2022 ENR TOP 100 CONSTRUCTION MANAGEMENT-FOR-FEE FIRMS

from our deep bench of experts:

- **Advisory and Compliance** — including organizational development, change management, program controls, estimating, alternative delivery, and finance, including public-private partnership expertise, assurance, and auditing; and
- **Management** — program and project management, construction manager-agency services, and complete Owner's representative roles.

Anser GSP has earned a reputation as a leader in the development, implementation and administration of special assessment programs. We believe that our experience, in Monroe County and the entire State of Florida, in developing unique funding and service delivery solutions, coupled with our specialization in government finance and taxation issues, will enable our firm to provide fully developed and complete program(s) that will satisfy the County's specific project requirements. As demonstrated throughout our proposal, we have the expertise, experience and in-house resources to complete this project on schedule and within budget.

Over the past 27 years, Anser has been involved in the development and implementation of over 300 special assessment programs to create some of the most unique funding scenarios currently utilized. We have earned a reputation as a leader in the administration of special assessment programs. Anser is regularly asked to maintain and privatize many of the functions previously performed by cities and counties in revenue management and collection. Currently, Anser maintains over 75 assessment databases for clients on an annual basis. We also assist our clients with preparing and certifying annual assessment rolls for the tax collectors.

Anser also works with cities and counties in creating funding concepts that include the use of special assessment programs for the funding of infrastructure needs for communities. These projects include capital facilities, water, sewer, stormwater, transportation, neighborhood improvements, canal maintenance, and street lighting. We produce implementable solutions within project timeframes. In 2022, Anser successfully submitted 94 assessment rolls to County Tax Collectors, on behalf of our clients. Additionally, we assisted our clients in generating over $300 million dollars in non-ad valorem assessment revenue for critical infrastructure and services.

Our approach, which has been developed over a 27-year period, was garnered through numerous similar assessment projects involving over 150 Florida cities and counties. This not only reflects upon our vast experience on similar projects, but also lends great credibility to our recommendations to County staff, elected officials and the public. In fact, we have been designated by the Courts as an expert in the development of special assessments and as such we are capable of providing competent, substantial evidence to support the case law requirements for using special assessments to fund the provision of vital services and capital infrastructure provided by the County. Being acknowledged by the Courts as experts in developing and defending special assessments, we are able to work with our clients to create an apportionment methodology that meets their specific goals while also satisfying case law requirements. In other words, we use the flexibility provided by the courts to assist our clients in meeting their objectives with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense.

Our team of project managers, consultants and database analysts/programmers are vastly experienced in evaluating the unique and dynamic characteristics associated with local government and providing options for funding of vital services and capital infrastructure. We believe that the combination of our historical experience and the qualifications of our personnel allow Anser to better develop solution-based strategies that are specifically tailored to successfully address the specific financial, operational, and governance problems faced by local government. As such, we believe that our firm brings together the best options, alternatives and solutions in revenue enhancement capabilities.

Anser GSP (formerly known as Government Services Group, Inc. or GSG) has also developed and maintained extensive relationships with the County Property Appraisers and Tax Collectors involved in our clients' special assessment programs. Anser GSP is recognized as a firm that understands the responsibilities and procedures of these Constitutional offices and as a result, can effectively utilize the ad valorem tax roll data required for the development of the special assessment programs. In fact, we can provide references from County Property Appraisers and Tax Collectors who can attest to our expertise. Due to the combination of our highly specialized and experienced database analysts and our familiarity with the data, no other firm can match the quality of our data analysis.

What Will The County Get When it Hires Anser?

Anser GSP is the leader in the State for development and implementation of special assessment programs. Anser GSP has developed and implemented more special assessment programs in Florida than any other consulting firm. When the County hires Anser, they can be assured that they will get:

- A legally defensible assessment methodology that is specifically tailored to meet the County's goals and objectives.
- A thorough understanding of the benefit received by property owners.
- A thorough understanding of the financial impact on all affected property owners.
- A matrix of sound and reasoned recommendations for successful implementation.
- A consulting firm with a successful track record and proven experience.
- A consulting firm with a problem-solving attitude.
- A consulting firm with a total commitment to quality.

What Sets Anser Apart From Other Firms?

As demonstrated throughout this proposal, Anser GSP has developed and implemented more special assessment programs in the State of Florida than any other consulting firm. Anser GSP developed some of the first assessment programs in Florida and over the years we have continued to help write the laws for special assessments. What we believe differentiates us from other consulting firms is:

- Anser is recognized by the Courts as an expert in the development and implementation of special assessment programs.
- Anser is recognized by the Florida Department of Revenue, Property Appraisers and Tax Collectors as an expert in the area of assessment roll development and certification.
- Anser is recognized as the experts in alternative funding solutions by the Florida Association of Counties, Florida League of Cities, Florida City County Managers Association, and Florida Government Finance Officers Association.

- Anser has a proven track record of creating legally defensible special assessment programs and assisting its clients with successful implementation.
- Anser has extensive knowledge of Monroe County and the data available from the Monroe County Property Appraiser as we have been assisting Monroe County and several of the Monroe cities with their annual assessments programs since the early 2000's.
- Anser is experienced in the requirements for collecting non-ad valorem assessments on the tax bill and specifically, the processes for the Monroe County Tax Collector, as we have assisted Monroe County and several of the Monroe cities certify their non-ad valorem assessment rolls to the Monroe County Tax Collector since the early 2000's.
- Anser knows what it takes to get the job done and will negotiate a lump sum fee based on the goals and objectives of our client. There are no hidden costs or add-ons.
- Our specific experience working for Monroe County and its cities cannot be matched by any other consulting firm.
  - Anser GSP has managed the data and processed the assessments for the Monroe County Solid Waste assessment program since 2002.
  - Anser GSP has worked with the Village of Islamorada since 1999 and successfully implemented special assessment programs Village-wide for solid waste, stormwater, wastewater planning, as well as wastewater improvements for the North Plantation Key service area, Woods Corner, and remaining service areas. We have continued to provide annual maintenance services since inception.
  - Anser GSP has worked with the City of Marathon since 2002 and successfully implemented special assessment programs for stormwater and wastewater improvements for Service Areas 4 and 6, the Little Venice Service Area, and Service Areas 1,2,3,5 and 7. We have continued to provide annual maintenance services since inception.
  - Anser GSP has worked with Monroe County on wastewater projects since 2003 and successfully implemented special assessment programs for the Stock Island, Big Coppitt, Duck Key, Cudjoe Key, Long Key, Inner Islands and Outer Islands service areas. We have continued to provide annual maintenance services since inception.
  - Anser GSP worked with Monroe County to develop canal maintenance assessment programs in 2017, assisted the County successfully implement the Canal 266 assessment program in 2019, and have continued to provide annual maintenance services since inception.
  - Anser GSP has created two online database management services for Monroe County that are currently still in use:
    - In 2006, the Solid Waste Assessment Online Assessment Data Management Service was created and implemented.
    - In 2007, the Wastewater Assessment Online Assessment Data Management Service was created and implemented.
  - Anser GSP has managed the data and processed the assessments for Key Colony Beach's stormwater assessment program since 2016.
  - Anser GSP has managed the data and processed the assessments for the City of Key West's solid waste and stormwater assessment programs since 2013.
  - Anser GSP has handled the data reconciliation, final data conversion and transmittal of assessment rolls to the Monroe County Tax Collector since 2011 for the Key Largo Wastewater Treatment District.

State of Florida
Department of State

I certify from the records of this office that ANSER ADVISORY CONSULTING, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on September 19, 2018.

The document number of this limited liability company is M18000008621.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 22, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelfth day of April, 2022

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 4541927154CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

2. EXPERIENCE AND ABILITY TO PROVIDE SERVICES

ANSER ADVISORY

SPECIAL ASSESSMENT EXPERIENCE

Anser GSP created some of the first assessment programs in the State and has assisted in writing the law for special assessments. Our approach to special assessment programs has been developed over a 27-year period through numerous projects involving many different Florida local governments, including Monroe County and its cities. Not only does our experience and client recommendations reflect upon our great credibility, but also on the wealth of similar projects we have in our repertoire. In fact, Anser GSP has been designated by the Courts as an expert in the development of special assessments and capable of providing competent, substantial evidence to support the case law requirements for using special assessments to fund the provision of fire rescue and other services.

Anser realizes that one size does not fit all when it comes to special assessment programs. Because of our experience and understanding of the legal requirements for special assessments, as acknowledged by the Courts, we have the ability to work with our clients to create unique and innovative apportionment methodologies that meet our clients' specific goals and satisfies case law requirements. In other words, we use the flexibility provided by the courts to assist our clients in meeting their objectives with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense.

While nobody likes to think about being sued, hiring a firm that has proven to be successful in defending the special assessment programs they develop provides a level of comfort that is unsurpassed. This is one of the reasons Anser is the leader in development, implementation and administration of special assessment programs. We have a proven track record of creating and implementing legally defensible special assessment programs.

Many associations recognize Anser GSP as an expert in the field of special assessment development and implementation. The following associations have asked Anser GSP to participate in training events, regional and statewide workshops and conferences: the Florida Association of Counties (FAC), the Florida City and County Management Association (FCCMA), the Florida Government Finance Officers Association (FGFOA), the Florida League of Cities (FLC), the Florida Fire Chiefs Association (FFCA) and the Florida Association of Special Districts (FASD). Anser is also a supporter and sponsor with these associations in their conferences and educational endeavors.

COURT ACKNOWLEDGED EXPERT IN THE AREA OF SPECIAL ASSESSMENTS

Anser GSP has been designated by the Courts as an expert in the development and implementation of government special assessment programs and other alternative revenue sources. Sandi Neubarth, Anser's Program Director and Senior Project Manager, testified on behalf of the City of Palm Bay in M. David Moallem, et al. v. City of Palm Bay, et al., Case No. 05-2017-CA-37868, consolidated with City of Palm Bay, Florida v. State of Florida, et al., Case No. 05-2017-CA-041041, in the 18th Judicial Circuit, Brevard County, Florida. This case was specific to the updated stormwater utility program developed by Anser GSP for the City of Palm Bay that was implemented Fiscal Year 2017-18.

Based on evidence provided by Anser GSP, the 18th Judicial Circuit validated the bonds and found that the City of Palm Bay's stormwater assessment program provided a special benefit and that the apportionment methodology was fair and reasonable to all citizens of the City.

Anser GSP also assisted Sarasota County and its legal counsel in addressing legal issues that were raised in the case of State v. Sarasota County, 693 So.2d 546 (Fla 1997) and Sarasota County v. Sarasota Church of Christ, 667 So.2d 998 (Fla. 4th DCA 2000).

Anser GSP also testified in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010). In Desiderio the Appellants attacked the City's fire special assessment program on the following grounds:

1. The assessment was for services that did not specifically benefit the burdened properties;
2. The City's apportionment methodology was arbitrary; and
3. The City impermissibly spent the assessment funds on unauthorized services and capital projects.

Based on evidence and testimony provided by Anser GSP, the Fourth DCA affirmed the final judgment in favor of the City as to each argument. The Courts determined that because of the thorough analysis conducted by Anser GSP and our understanding of the call data, parcel level data, budget and operations of the City's fire department, it was satisfied that the fire rescue special assessment developed by Anser GSP and implemented by the City met all of the case law criteria. See Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010).

DATA MANAGEMENT SERVICES

Anser maintains full-time staff dedicated to providing technical support and creating specialized solutions directly for outside clientele, including various municipalities, counties, special districts, and local governmental entities. Annually Anser provides data management services for over 75 programs statewide in the revenue management and reimbursement practice area. Anser also currently offers customized, online browser-based data services and program tools for clients throughout the State of Florida.

RECOGNIZED AS AN EXPERT IN SPECIAL ASSESSMENT DATABASE DEVELOPMENT AND CERTIFICATION

Anser GSP has developed and maintained extensive relationships with the County Property Appraisers and Tax Collectors involved in our clients' special assessment programs. Anser GSP is recognized as a firm that understands the responsibilities and procedures of these Constitutional offices and as a result, can effectively utilize the ad valorem tax roll data required for the development of the special assessment programs. We can provide references from County Property Appraisers and Tax Collectors who will attest to our expertise. Due to the combination of our highly specialized and experienced database analysts and our familiarity with the data, no other firm can match the quality of our data analysis.

As a matter of fact, based on recommendations by Property Appraisers, Tax Collectors and their vendors, in 2009 Anser GSP was contacted by the Florida Department of Revenue (FDOR) to assist with the design of the record layout for non-ad valorem assessment record keeping by the FDOR. Anser GSP is the only special assessment consulting firm that the FDOR contacted for input.

Additionally, Anser GSP is specifically familiar with Monroe County and the data available from the Monroe County Property Appraiser and requirements of the Monroe County Tax Collector. Anser GSP has been working with various clients in Monroe County for over 20 years.

EXPERIENCE AND ABILITY TO PROVIDE SERVICES

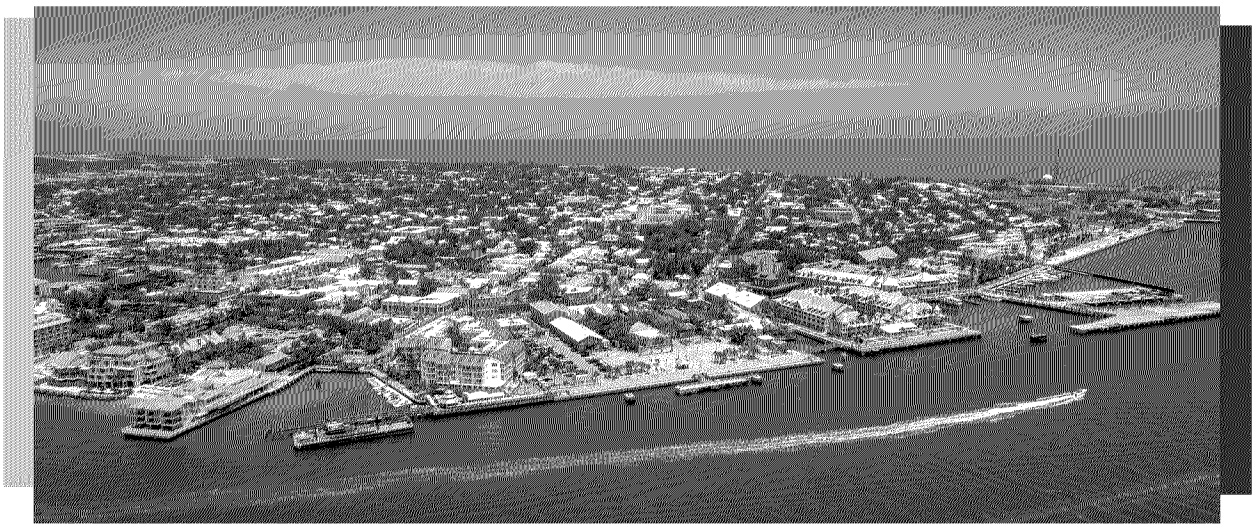
MONROE COUNTY PAST EXPERIENCE

CONTACT	Cheryl Sullivan, Director of Solid Waste Management Monroe County 1100 Simonton St. Key West, Fl. 33040
PHONE	(305) 292-4536
EMAIL	Sullivan-Cheryl@MonroeCounty-FL.Gov

CONTACT	Tina LoSacco, Sr. Engineering/Wastewater Technician Monroe County 102050 Overseas Highway, Ste. 223 Key Largo, FL 33037
PHONE	(305) 304-9458
EMAIL	LoSacco-Tina@MonroeCounty-FL.Gov

CONTACT	Rhonda Haag, Chief Resilience Officer Monroe County 102050 Overseas Highway, Ste. 246 Key Largo, Florida 33037
PHONE	(305) 395-9928
EMAIL	Haag-Rhonda@MonroeCounty-FL.Gov

EXPERIENCE AND ABILITY TO PROVIDE SERVICES



Since 2002, Anser GSP has assisted the County in the development, implementation and annual maintenance of service and capital infrastructure special assessment programs to fund the provision of solid waste services, fire services (not implemented due to policy decision), various neighborhood wastewater infrastructure, and canal maintenance. Sandi Neubarth has been the project manager for the County's wastewater and solid waste assessment programs for the past five years, and Rashad Sapp has been the data analyst working on these projects over the past two years.

SOLID WASTE ASSESSMENT PROGRAM & SOLID WASTE ONLINE ASSESSMENT DATABASE SERVICES

Anser GSP was hired by the County in 2002 to provide specialized services for the billing and collection of residential solid waste assessments in the unincorporated area of the County and the City of Marathon using the tax bill collection method. Anser GSP has provided annual assessment maintenance services to the County since the program's inception. In 2006, Anser GSP created an online data hosting/application service to allow County staff the ability to perform parcel-level lookups and run summary reports. Anser's annual maintenance fee is $30,000.

DUCK KEY/BIG COPPITT ISLAND WASTEWATER ASSESSMENT PROGRAM & WASTEWATER ONLINE ASSESSMENT DATABASE SERVICE

In 2006 Anser GSP was retained by Monroe County to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund wastewater services in various unincorporated areas of the County. Under this retainer agreement Anser GSP assisted the County in the development and implementation of the special assessment program for wastewater services in the Duck Key/Big Coppitt Island area. In 2007, Anser GSP created an online data hosting/application service to allow County staff the ability to enter and track payoff data, as well as perform parcel-level lookups and run summary reports. Anser GSP has provided annual assessment maintenance services to the County since the program's inception. Anser's annual maintenance fee for all of the County's wastewater assessments is $47,000.

STOCK ISLAND WASTEWATER ASSESSMENT PROGRAM

In 2004 Anser GSP was retained by Monroe County to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund wastewater capacity in South Stock Island. For each year following the development of this program, Anser GSP has provided annual assessment maintenance services to the County since the program's inception. Anser's annual maintenance fee for all of the County's wastewater assessments is $47,000.

CUDJOE KEY INNER AND OUTER ISLAND WASTEWATER ASSESSMENT PROGRAMS

In 2011 Anser GSP was retained by Monroe County to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund wastewater capacity in Cudjoe Key. Anser GSP has provided annual assessment maintenance services to the County since the program's inception in 2012. Anser's annual maintenance fee for all of the County's wastewater assessments is $47,000.

CANAL MAINTENANCE ASSESSMENT PROGRAMS

In 2017, Anser GSP was hired by Monroe County to develop an assessment program to fund canal maintenance services for seven demonstration canals in the unincorporated area of the County. Anser GSP worked closely with County staff to develop an apportionment methodology that would be legally defensible and publicly acceptable. While a report was written and presentations were made to the BOCC, in May 2017, the policy decision was made to not implement at that time. In 2018, the County hired Anser GSP to assist with implementation of the Canal 266 assessment program. Anser GSP has provided annual assessment maintenance services to the County since the program's inception. Anser's annual maintenance fee is $1,500.

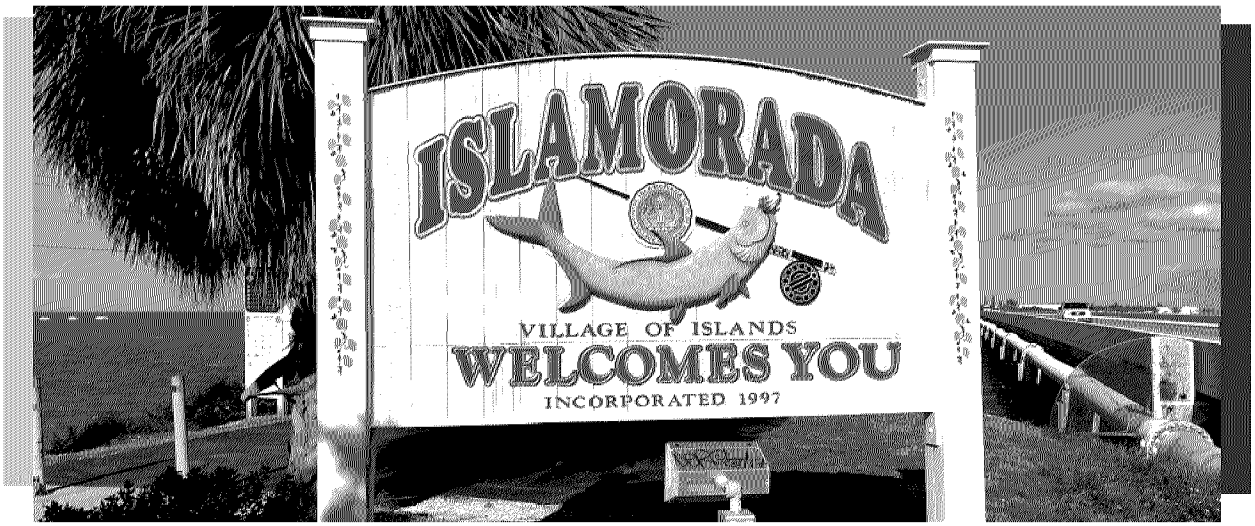
FIRE ASSESSMENT PROGRAM

In 2008 Anser GSP was hired by the County to develop a special assessment program to fund the County's fire protection services. Anser GSP conducted a thorough analysis of the County's fire services, fire incident data, parcel data and costs to provide fire protection services in the unincorporated area of the County. The apportionment methodology was developed, rates were calculated, and a fire assessment report was prepared and presented to the County BOCC. The policy decision was made to not implement the fire assessment program for Fiscal Year 2008-09.The contract amount for the fire assessment program was $78,660.

OTHER RELEVANT PROJECT EXPERIENCE AND LONG-TERM CLIENT RELATIONSHIPS

We have provided information about specific projects that are similar to services requested by the County and for clients that Anser GSP has had a long-standing relationship with. The County may contact any of these clients for references.

VILLAGE OF ISLAMORADA



CONTACT	**Maria T. Bassett, Finance Director Islamorada, Village of Islands 86800 Overseas Hwy, 3rd Floor Islamorada, FL 33036**
PHONE	**(305) 664-6445**
EMAIL	**Maria.Bassett@islamorada.fl.us**

Since 1999, Anser GSP has assisted the Village in the development, implementation and annual maintenance of various service and capital infrastructure special assessment programs, including stormwater, solid waste and various wastewater programs. For the past five years, Sandi Neubarth has been the project manager for the Village's special assessment programs and Rashad Sapp has been the data analyst for these projects for the past two years.

Solid Waste Assessment Program

Anser GSP was hired by the Village in 1998 to provide specialized services in the development and implementation of a non-ad valorem assessment program for solid waste collection and disposal services for residential properties within the Village. Anser GSP was also tasked with assisting the Village in transitioning from the separate bill collection method being used at the

time to the ad valorem tax bill collection method for annual solid waste services and delinquent solid waste fees. The program was successfully implemented for Fiscal Year 1999-2000. Anser GSP has provided annual assessment maintenance services to the Village since the program's inception. Anser's annual maintenance fee is $6,000.

Stormwater Assessment Program

In 2004 the Village hired Anser GSP to develop a Stormwater Management Program Financial Alternatives and Implementation Action Plan. The study consisted of reviewing the Village's existing stormwater services program and making recommendations for modifying the existing program. An analysis of alternative funding options was also provided.

In 2005 the Village hired Anser GSP to assist with the development and implementation of a stormwater assessment program to fund the costs associated with stormwater services provided by the Village. Anser GSP developed an impervious area methodology and Anser GSP assisted the Village with implementation of the stormwater assessment for Fiscal Year 2005-06 which was collected on the tax bill. Since its inception, Anser GSP has provided ongoing maintenance services for the annual stormwater assessment program. Anser's annual maintenance fee is $6,000.

Wastewater Assessment Program

In 2005 Anser GSP was retained to assist the Village in developing and implementing a special assessment program to fund the capital costs of the wastewater system in the North Plantation Key area in a manner that was conducive to the imposition and collection of the assessments pursuant to the uniform method of collection in section 197.3632, Florida Statutes. The North Plantation Key Wastewater assessment program was implemented for Fiscal Year 2005-06. Since implementation of the North Plantation Key Wastewater assessment program, Anser GSP has been retained by the Village to assist in developing and implementing other wastewater programs including Remaining Service Area Phase One, Remaining Service Area Phase Two, and North Plantation Key Supplemental to fund capital costs. Anser GSP has provided annual maintenance services to the Village for all of its wastewater assessment programs. Anser's annual maintenance fee for all four wastewater programs is $24,000.

Woods Corner Affordable Housing Area Wastewater Assessment Program

In 2008 Anser GSP was retained by the Village of Islamorada to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund the capital costs of the wastewater system in the Woods Corner Affordable Housing area. This assessment program was successfully implemented and Anser GSP continues to provide annual services to the Village of Islamorada for this project. Anser's annual maintenance fee is $750.

CITY OF MARATHON



CONTACT	**Libby Frazier, Deputy Utilities Director** **City of Marathon** **9805 Overseas Highway** **Marathon, FL 33050**
PHONE	**(305) 289-5005**
EMAIL	**Frazierl@ci.marathon.fl.us**

Since 2002, Anser GSP has assisted the City in the development, implementation and annual maintenance of various service and capital infrastructure special assessment programs, including stormwater, road paving, and various wastewater programs. Sandi Neubarth has been the project manager for the City's special assessment programs for the past five years, and Rashad Sapp and Allan Hernandez have been the data analysts working on these projects over the past two years.

Little Venice Wastewater Assessment Program

In 2002 Anser GSP was retained by the City of Marathon to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund wastewater improvements in the Little Venice area. This assessment program was successfully implemented and Anser GSP provided annual services to the City of Marathon for this project through its completion in 2022. Anser's annual maintenance fees for the project were $10,000.

Areas 4 & 6 Wastewater Assessment Program

In 2008 Anser GSP was retained by the City of Marathon to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund wastewater improvements in Service Areas #4 & #6. This assessment program was successfully

implemented and Anser GSP continues to provide annual services to the City of Marathon for this project. Anser's annual maintenance fee is $15,000.

Areas 1, 2, 3, 5 and 7 Wastewater Assessment Program

In 2009 Anser GSP was retained by the City of Marathon to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund wastewater improvements in Service Areas #1,#2, #3, #5 and #7. This assessment program was successfully implemented and Anser GSP continues to provide annual services to the City of Marathon for this project. Anser's annual maintenance fee is $15,000.

Stormwater Assessment Program

In 2009 the City hired Anser GSP to assist with annual maintenance services for an existing stormwater assessment program including updating of the City's existing stormwater roll, assisting with rate adoption process pursuant to Section 197.3632, Florida Statutes, and certification of final roll to the tax collector. Anser GSP has continued to provide annual services to the City of Marathon for this project since 2009. Anser's annual maintenance fee is $11,000.

WALTON COUNTY



CONTACT	**Mary E. King, Interim Deputy County Administrator** **Walton County** **P.O. Box 135** **DeFuniak Springs, FL 32435**
PHONE	**(850) 892-8155**
EMAIL	**Kinmary@co.walton.fl.us**

Since 1995, Anser GSP has assisted Walton County in the development, implementation and annual maintenance of several capital and service special assessment programs, including fire, road paving, canal dredging, and neighborhood improvements. Sandi Neubarth has been the project manager for the County's special assessment programs since 2008. Rashad Sapp has been the data analysts working on these projects for the past two years.

Fire Assessment Program

In 2003 Anser GSP was hired to develop a Fire Rescue Master Plan for the County. The intent of the Master Plan was two-fold: (1) to identify opportunities for immediate improvement in the delivery of services in Walton County, and (2) to develop recommendations for long-term enhancements in fire rescue service delivery through capital investment and operating decisions.

Based on the results of the Master Plan, the County retained Anser GSP to update and revise its annual recurring special assessment program so that it was capable of funding all of the assessable costs associated with providing fire protection services, commencing Fiscal Year 2004-05, and collected using the ad valorem collection process provided in section 197.3632, Florida Statutes (Uniform Method). Anser GSP updated the County's fire assessment program in 2013. Anser GSP has provided annual assessment maintenance services to the County for its fire rescue assessment program since inception. Anser's annual maintenance fees are $12,600.

Capital Assessment Programs

Daughette Canal Improvements and Maintenance Services Program

Anser GSP was retained by Walton County in 2007 to develop an assessment methodology to fund canal dredging activities and ongoing annual maintenance services. The apportionment methodology developed by Anser GSP was based on the number of buildable lots attributable to each parcel and Anser GSP determined rates for each component of the assessment program – capital and service – based on this methodology. The assessment program was implemented for Fiscal Year 2008-09. In 2013, the County learned that several properties in the benefit area had multiple boat slips associated with a lot; therefore, we assisted the County with updating the methodology to charge each parcel based on the actual or allowable boat slips. In 2017, the County hired Anser GSP to update the annual maintenance rates to account for enhanced services to be provided in the benefit area. The 10-year capital assessment program ended after certification of the final roll to the Tax Collector in September 2017; however, the annual maintenance assessment program continues to be imposed. Anser GSP continues to provide annual maintenance to the County for this program. Anser's annual maintenance fees are $3,675.

Imperial Lakes Project

The Imperial Lakes Project consisted of a private property subdivision with homes built on approximately 30% of the 91 subdivision lots identified. The Imperial Lakes of Walton County Homeowners Association requested assistance from the County Commission to approve and create a mechanism, such as a Municipal Service Benefit Unit, to collect the funds necessary to repair the four failing man-made lake dams in the Imperial Lakes Improvement Area. Anser GSP assisted the County with the development and implementation a special assessment program to fund the capital costs of improvements. The program was implemented in 2003 and ended in 2015. Anser GSP provided annual maintenance services to the County for the life of the assessment program. Anser's annual maintenance fees for the project were $2,500.

Driftwood Estates

The Driftwood Estates assessment program was developed to finance the cost of the acquisition and construction of various road, utility and ancillary improvements within the boundaries of the Driftwood Estates Municipal Service Benefit Unit. The program was implemented in 1997 and Anser GSP provided assistance to the County with annual maintenance of the assessment roll through the conclusion of the program in 2009. Anser's annual maintenance fees were $12,000.

Four Mile Village Project

In 2010 Anser GSP was hired by the County to develop and implement a capital assessment program Four Mile Village. The capital assessment program was to fund the cost of burying the overhead utility lines within the Four Mile Village subdivision which consisted of approximately 55 parcels. The program was implemented in 2010 and Anser GSP provided assistance to the County with annual maintenance of the assessment roll through the conclusion of the program in 2019. Anser's annual maintenance fees were $2,450.

Leisure Lake

In 2010 Anser GSP was hired by the County to develop and implement a capital assessment program for Leisure Lake. The capital assessment program was to fund the cost of dam improvements within the Leisure Lake subdivision. Leisure Lake subdivision consisted of approximately 29 parcels. The methodology developed was based in part on waterfront footage and in part on the number of buildable lots. The program was implemented in 2011 and Anser GSP provided assistance to the County with annual maintenance of the assessment roll through the conclusion of the program in 2020. Anser's annual maintenance fees were $2,625.

Survey Ballot

Anser GSP periodically assists the County with the development and mailing of survey ballots for various neighborhood projects. The ballots assist the County to determine the support of property owners for the development and implementation of a special assessment program to fund various capital improvements (such as roadway improvements, critical infrastructure, canal dredging, neighborhood beautification, etc.) within the project area. If the results of the survey are favorable, the County then hires Anser GSP to assist in the development and implementation of a legally defensible assessment program. Anser's fee for ballot assistance was $500, plus processing and mailing costs.

CITY OF PENSACOLA



CONTACT	George Maiberger, Purchasing Manager 222 W. Main Street Pensacola, Florida 32502
PHONE	(850) 435-1835
EMAIL	GMaiberger@cityofpensacola.com

Anser GSP was engaged by the City of Pensacola in 1999 to develop and implement a stormwater assessment program over a series of phases. These phases included: (1) the development of a financial plan, (2) a comprehensive review of the adequacy of current stormwater management regulations for the City, in context with Escambia County and the Water Management District, and determination of a strategic plan of action to address issues raised, (3) development of a rate model and rates, and (4) implementation of the stormwater assessment program which included four square foot tiers for single family residential parcels. The assessment program was implemented in 2001 and Anser GSP also developed a web-based application for the City's use in the daily maintenance tasks of the stormwater assessment database.

In 2010, Anser GSP assisted the City in updating the existing assessment program. The update included the calculation of a new ESU value (due to reconstruction and re-development that occurred after Hurricane Ivan). In addition, Anser GSP developed three alternative methodology scenarios specifically related to single family residential parcels as follows:

- No tiers (one rate for all single family residential)
- Three tiers
- Five tiers

Anser GSP also provided the impacts on individual property owners for each methodology scenario and a summary of the number of parcels paying less, the same or more than the current methodology for each methodology alternative. The five-tier methodology was implemented for Fiscal Year 2010-11.

Since its inception in 2001, Anser GSP has provided ongoing annual maintenance services for the stormwater assessment database and the web-based application for the City's use in daily database maintenance tasks. Anser's annual maintenance fee is $34,500.

Project Team Members: Sandi Neubarth and Rashad Sapp

ADDITIONAL ASSESSMENT EXPERIENCE

In addition to the representative projects described previously, Anser GSP has been responsible for the development and implementation of special assessment programs to fund various services and capital needs for the following clients. The dates indicate the years that Anser GSP assisted the clients. We have attached our additional assessment experience on the following pages.

ANSER ADVISORY CLIENT	ASSESSMENT TYPE	DATES OF ANSER ADVISORY ENGAGEMENT
Alachua County	Fire (not implemented)*; Stormwater	2007*, 2009, 2010, 2016-2023
Arcadia, City of	Fire; Stormwater	2013, 2014, 2015
Astatula, Town of	Solid Waste	2016
Atlantis, City of	Fire	2023
Avignon, Village of	Capital; Operations and Maintenance	2007 – 2019
Avon Park, City of	Fire	2001 – 2011
Bay County	Fire	2014
Bay Harbor, Town of	Capital	2003
Bayshore Fire District	Fire	2013; 2014
Belle Glade, City of	Stormwater; Fire (not implemented)*	1999, 2002
Bonita Springs, City of	Stormwater	2004
Boynton Beach, City of	Fire Rescue	2001 – 2023
Brevard County	Fire	2021
Bronson, Town of	Fire	2022-2023
Calhoun County	Solid Waste	2009, 2010
Cape Coral, City of	Water/Sewer Litigation; Solid Waste	2000 - 2005
Casselberry, City of	Fire (not implemented)*; Street Lighting (not implemented)*	2007 - 2010
Charlotte County	Utilities, MSBU study	1999, 2000, 2001, 2002, 2003, 2004, 2007, 2018, 2019, 2022
Chiefland, City of	Fire	2020-2023
Citrus County	Roads (sufficiency review); Fire; Stormwater	2003, 2005, 2006, 2013, 2014, 2015, 2017, 2019, 2020, 2021, 2022
Clay County	Solid Waste; Roads	1993, 2003, 2006, 2007
Clearwater, City of	Fire (not implemented)	1997
Cocoa Beach, City of	Stormwater	2019, 2020
Cocoa, City of	Fire	2006
Columbia County	Fire Protection; Solid Waste	1994, 2002, 2003, 2005, 2006, 2007, 2009
Coral Gables	Fire Protection; Capital; Solid Waste	2009 - 2023
Coral Springs, City of	Fire Rescue; Corporate Park; Stormwater	2000, 2003, 2006, 2011, 2015, 2016, 2019
Crestview, City of	Fire	2014, 2015
Crossings at Fleming Island CDD	Capital; Operations and Maintenance	2006 – 2009
Dade City, City of	Fire (not implemented)*; Stormwater (not implemented)*; Street Lighting (not implemented)*	2003
Dania Beach, City of	Fire Rescue; Stormwater; Solid Waste	1996 – 2002
Davie, Town of	Fire Rescue; Stormwater	1996 – 2007, 2023
Daytona Beach, City of	Fire Rescue (not implemented)*	2002
Deerfield Beach, City of	Fire Rescue	2001 – 2023
DeLand, City of	Stormwater	2008, 2009, 2011
Deltona, City of	Capital Project (not implemented)	2007, 2008
DeSoto County	Sunnybreeze MSBU; Fire; Solid Waste	1996, 1997, 2003
Destin Fire Control District	Fire	2008
Destin, City of	Solid Waste; Roadway Improvements	2011, 2016, 2020
Dixie County	Fire, Solid Waste	2019, 2020-2023
Dundee, Town of	Fire	2022
Dunnellon, City of	Fire	2017-2018
Edgewater, City of	Stormwater; Fire	2015; 2022-2023
Englewood Area Fire Control District	Fire	2004 – 2023
Eustis, City of	Fire (not implemented)*; Stormwater (not implemented)*	2003, 2021
Florida Resiliency and Energy District	PACE	2017-2020
Florida Governmental Utility Authority	Water/Sewer	2000 – 2023
Fort Lauderdale, City of	Fire Rescue; WAVE Streetcar; Parking Garage	1999, 2000, 2003, 2004, 2007, 2012, 2013, 2014, 2015, 2016, 2020; 2022
Fort Meade, City of	Fire	2016 - 2017
Fort Myers Beach, Town of	Canal Dredging; Stormwater	2008, 2009, 2014, 2015
Fort Myers, City of	Fire (not implemented)*; Capital	2002, 2008
Fort Walton Beach, City of	Fire	2016 - 2017, 2019-2022
Franklin County	Beach Renourishment (not implemented)*	2007, 2008
Frostproof, City of	Fire	2015 - 2023
Fruitland Park, City of	Fire	2015-2023
Gadsden County	Roads (not implemented)*	2009; 2013*
Gainesville, City of	Fire; street lighting	2007, 2008*, 2010 - 2023
Gilchrist County	Fire	2002, 2021
Glades County	Fire; Capital	2013, 2014, 2017, 2021
Greater Naples Fire District	Fire	2017 - 2018
Greenacres, City of	Fire	2016

ANSER ADVISORY CLIENT	ASSESSMENT TYPE	DATES OF ANSER ADVISORY ENGAGEMENT
Groveland, City of	Solid Waste	2019
Hallandale Beach, City of	Fire	2015
Hardee County	Fire; Solid Waste	2001, 2007, 2015
Hernando County	Fire (not implemented)*	1999
Hialeah Gardens, City of	Capital	2012 - 2023
Hialeah, City of	Fire*	2007, 2008
High Springs, City of	Fire	2008 – 2023
Highland Park, Village of	Fire	2016 - 2022
Highlands County	Fire	2000, 2017 - 2019
Hillsboro Beach, Town of	Fire	2002
Hillsborough County	Capital; Stormwater	2002, 2018, 2019, 2020
Holley-Navarre Fire District	Fire	2016 - 2023
Hollywood, City of	Fire	1996, 1997, 2000, 2003, 2005 - 2008, 2011, 2014, 2016, 2018--2023
Holmes County	Fire*	2007
Howey-in-the-Hills, Town of	Solid Waste	2021, 2022
Immokalee Fire District	Fire	2017 - 2018
Indian Creek, Village of	Law Enforcement Services; Capital	2008 – 2011, 2013
Inglis, Town of	Fire	2022
Islamorada, Village of	Solid Waste, Stormwater , Wastewater	1999 – 2023
Jackson County	Fire	2013, 2014
Jefferson County	Fire; Solid Waste; Sports Complex; Roadway Improvements	2012 - 2013, 2016, 2019-2023
Key Colony Beach, City of	Stormwater	2016 - 2023
Key West, City of	Stormwater, Solid Waste	2012 - 2023
Lake City, City of	Fire	2002, 2003, 2005, 2006, 2007
Lake County	Fire	1998, 1999, 2003, 2007
Lake Mary, City of	Fire (not implemented)*	2007
Lake Wales, City of	Fire, Stormwater	2015 - 2023
Lake Worth, City of	Fire, Street Lighting	2011
Lauderdale by the Sea	Fire	2004, 2005, 2006, 2016
Lauderdale Lakes, City of	Fire	2012 – 2015
Lauderhill, City of	Fire	2000, 2004, 2007, 2010 - 2015, 2017 - 2022
Leesburg, City of	Fire	2014 - 2023
Lehigh Acres Fire District	Fire	2013 - 2018
Leon County	Fire, Solid Waste	1999, 2008, 2009, 2012, 2014, 2023
Levy County	Fire, Roads, Solid Waste, EMS	2004 – 2023
Lighthouse Point, City of	Stormwater	2009
Longwood, City of	Fire (not implemented)*	2007
Madison County	Fire; Solid Waste	2006, 2011, 2017, 2023
Marathon, City of	Stormwater, Wastewater, Roads	2002, 2005 – 2023
Marco Island, City of	Fire (not implemented)*	2007, 2008
Margate, City of	Fire	1996 - 2023
Marianna, City of	Fire	2014
Marion County	Fire; Stormwater	2003, 2005, 2006, 2015, 2016, 2019-2022
Martin County	Water/Wastewater MSBU/Road Paving; Fire (not implemented)*	1996 - 2012, 2018
Mascotte, City of	Fire Protection; Stormwater; Solid Waste; Water Availability; Street Lighting	2009, 2010; 2013 - 2023
Medley, Town of	Capital Infrastructure	2018, 2019, 2020, 2021, 2022
Mexico Beach, City of	Fire	2017-2018
Miami Beach, City of	Stormwater	2014, 2016, 2017
Miami, City of	Fire	1997, 1998
Miami-Dade County	Fire (not implemented)*	1997, 2009*
Micanopy, City of	Fire	2010
Midway Fire District	Fire (not implemented)*	2007
Minneola, City of	Fire	2008; 2012 - 2023
Miramar, City of	Fire; Stormwater	2004, 2005, 2006, 2007, 2011, 2014, 2015, 2018, 2022
Monroe County	Solid Waste; Wastewater; Road Paving; Fire (not implemented)*; Canal Restoration	2003 - 2023
Montverde, Town of	Fire	2015 - 2021
Mount Dora, City of	Stormwater Capital; Fire; Street Lighting	2012 - 2023
Mulberry, City of	Fire	2009
Nassau County	Fire (not implemented)*; Roads, etc. (Amelia Concourse; Pirates Wood); Water & Wastewater Capital; Solid Waste	2001 - 2022
Navarre Town Center	Capital (not implemented)*	2007

ANSER ADVISORY CLIENT	ASSESSMENT TYPE	DATES OF ANSER ADVISORY ENGAGEMENT
New Port Richey, City of	Stormwater and Street Lighting	2012
Newberry, City of	Fire	2002 – 2023
North Collier Fire District	Fire	2017 - 2018
North County Partnership	Capital (not implemented)	2007
North Fort Myers Fire District	Fire	2013; 2014
North Lauderdale, City of	Fire; Wastewater; Stormwater	1996, 1997, 2000, 2004, 2007, 2016, 2019, 2021
North Port, City of	Capital, Road and Drainage, Solid Waste	2001 – 2020
Oakland Park, City of	Fire; Solid Waste	2001, 2002, 2003, 2004, 2005, 2006, 2007, 2009, 2011, 2016, 2019, 2020, 2021
Ocoee, City of	Fire	2007, 2008, 2011; 2013
Okaloosa County	Capital	2008, 2018
Okeechobee County	Fire; Solid Waste	2001, 2004
Orange City	Capital; Solid Waste; Fire	2003, 2007 – 2016
Orange County	Fire (not implemented)*; Stormwater	2007, 2008, 2009, 2017 - 2020
Osceola County	Fire	1999, 2000, 2005, 2009, 2010, 2015, 2016, 2019, 2020
Oviedo, City of	Stormwater (not implemented)*	2005
Palm Bay, City of	Stormwater	2016 - 2021
Palm Beach Gardens, City of	Capital; Stormwater	2000
Parkland, City of	Fire	2004
Pasco County	Fire (not implemented)*	1999
Pembroke Pines, City of	Fire	1996, 2005, 2008, 2011, 2015, 2019, 2023
Pensacola, City of	Stormwater; Fire (not implemented)*; Capital Infrastructure	2000 - 2023
Pinellas Suncoast Fire District	Fire	2016 - 2023
Polk County	Fire, Street Lighting, Stormwater	1997, 1998, 2001, 2007–2013, 2015, 2017, 2019, 2020, 2021
Pompano Beach, City of	Fire	1996, 1997, 2000, 2012, 2013, 2023
Ponce Inlet, Town of	Canal Dredging	2018
Port Orange, City of	Fire Rescue (not implemented)*, Roads, Canals, Business Park, Solid Waste, etc.	1996, 2006, 2007, 2008, 2018, 2019, 2021
Port Richey, City of	Canal Dredging	2009, 2010
Port St. Lucie, City of	Capital	2019, 2020, 2021, 2022
Riviera Beach, City of	Fire*	2011, 2020, 2021, 2022
Safety Harbor, City of	Street Lighting	2012-2013
San Carlos Water Control District	Drainage Improvements	2005 – 2014
Sanford, City of	Fire (not implemented)*	2007, 2008
Santa Rosa County	Fire	2018
Sarasota County	Fire; Stormwater	1996, 1998, 2016 - 2023
Sebring, City of	Fire	2007 – 2023
South Miami, City of	Capital Downtown Community Area	2014
St. Augustine, City of	Fire	2016
St. Johns County	Private Roads; Fire (not implemented)*	1996; 2003 - 2021
St. Lucie County Fire District	Fire	2013, 2014, 2016
St. Lucie West Service District	Capital; Operations & Maintenance	2005, 2006, 2007
St. Petersburg, City of	Fire (not implemented)*	1998
Sumter County	Fire, Solid Waste, Stormwater, Canals	1999, 2000, 2001, 2002, 2003, 2005-2009
Sunrise, City of	Fire; Parking Garage; Metropica Improvement District	1996, 1997, 1998, 2006, 2013, 2014, 2016, 2019
Suwannee County	Fire, Solid Waste, EMS*	2005, 2006, 2008, 2010; 2013, 2021-2023
Tallahassee, City of	Fire	1999, 2005, 2008, 2009, 2014, 2023
Tamarac, City of	Fire, Capital, Mainstreet Improvements (not implemented)*; Solid Waste; Stormwater	1996 - 2013, 2016, 2018, 2020, 2023
Tampa, City of	Stormwater	2003 – 2018
Tavares, City of	Fire	2009, 2012, 2017-2019
Taylor County	Fire*; Solid Waste	2017, 2021, 2022
Temple Terrace, City of	Fire (not implemented)*	2010, 2016
Titusville, City of	Solid Waste; Fire (not implemented)*	2004, 2007, 2008
Trenton, City of	Fire	2021
Umatilla, City of	Fire	2018-2023
Venice, City of	Fire (not implemented)*	2007, 2008
Vero Beach, City of	Stormwater	2016, 2021, 2022
Village Center CDD	Fire	2008, 2009
Wakulla County	Fire, Solid Waste	2010-2011, 2021
Walton County	Fire; Road Impoundments; Canal Improvements, Capital; TIF	1994 – 2023
Washington County	Fire; EMS; Sunny Hills Neighborhood	2006, 2007, 2010, 2011, 2019, 2020

*Although reports were completed, programs were not implemented due to policy decisions from local elected officials.

ANSER ADVISORY CLIENT	ASSESSMENT TYPE	DATES OF ANSER ADVISORY ENGAGEMENT
Wellington, Village of	Capital	2004
West Palm Beach, City of	Fire	2008, 2016 - 2023
Wilton Manors	Fire; Recreational Impact Fee	2000, 2005, 2011, 2015, 2018, 2021
Winter Garden, City of	Fire	2008
Winter Springs, City of	Stormwater Utility; Tuscawilla Neighborhood, Fire	1997-1999, 2004-2009

3. STAFFING

ANSER ADVISORY

STAFFING

We have structured our team to provide the County with on-the-ground local resources in an effort to provide the County with cost-effective access to the best possible technical expertise for this project. A successful project entails having the right staff – right when you need them.

The Anser team meets and exceeds the minimum requirements, and more importantly, provides significant advantages to the County that are critical to this project. All team members have the capacity and are available to devote the time necessary for the success of this project.

Our team of project managers, consultants and database analysts/programmers are vastly experienced in evaluating the unique and dynamic characteristics associated with local government and providing options for funding of vital services and capital infrastructure. We believe that the combination of our historical experience and the qualifications of our personnel allow Anser to better develop solution-based strategies that are specifically tailored to successfully address the specific financial, operational, and governance problems faced by local government. As such, Anser believes that our team brings together the best options, alternatives, and innovative solutions in revenue enhancement capabilities.

The project team assembled for this project, as demonstrated by our resumes and experience, has the capability and capacity to successfully provide uniquely focused and individually structured service solutions that are carefully integrated with the specific needs of our clients. The project team members collectively have extensive experience working with state and local governments in the areas of budget, financial and economic analysis in general, as well as an emphasis on assessment programs (both service and capital) and alternative revenue solutions.

Sandi Neubarth will serve as the Project Director and Senior Project Manager and will be the primary point of contact for this project. As Project Director, Ms. Neubarth will be overseeing the project and ensuring that the project is completed on time and within budget, as well as providing project quality control. Ms. Neubarth will be supported by Shane Black, Project Manager, Rashad Sapp, Senior Analyst, and Allan Hernandez, Analyst who will provide project financial and statistical analyses; technical and database development; support services; and public relations support for this project. As Senior Project Manager, Ms. Neubarth will provide day-to-day interface/coordination with County staff. David Jahosky, Senior Vice President, will serve as the project advisor and provide guidance and oversight throughout the project.

The project team assembled by Anser offers the County the highest level of experience and expertise related to the services required by the County. We have successfully worked with these team members on numerous assignments. We believe that it is very important to offer you a team that not only has unparalleled technical experience and expertise but also has proven experience working together on complex engagements to provide deliverables that meet clients' needs. We can say without hesitation that we know how to work together to meet your needs in a seamless manner.

Below is an organizational chart of Anser's Project Team.

STAFFING

ANSER ADVISORY



DAVID JAHOSKY
Senior Vice President



SANDI NEUBARTH
Project Director

PROJECT MANAGEMENT

DATA MANAGEMENT



SANDI NEUBARTH
Senior Project Manager



RESHAD SAPP
Senior Analyst



SHANE BLACK
Project Manager



ALLAN M. HERNANDEZ
Analyst



KELLEY DOLL
Analyst

4. REFERENCES

ANSER ADVISORY

REFERENCES

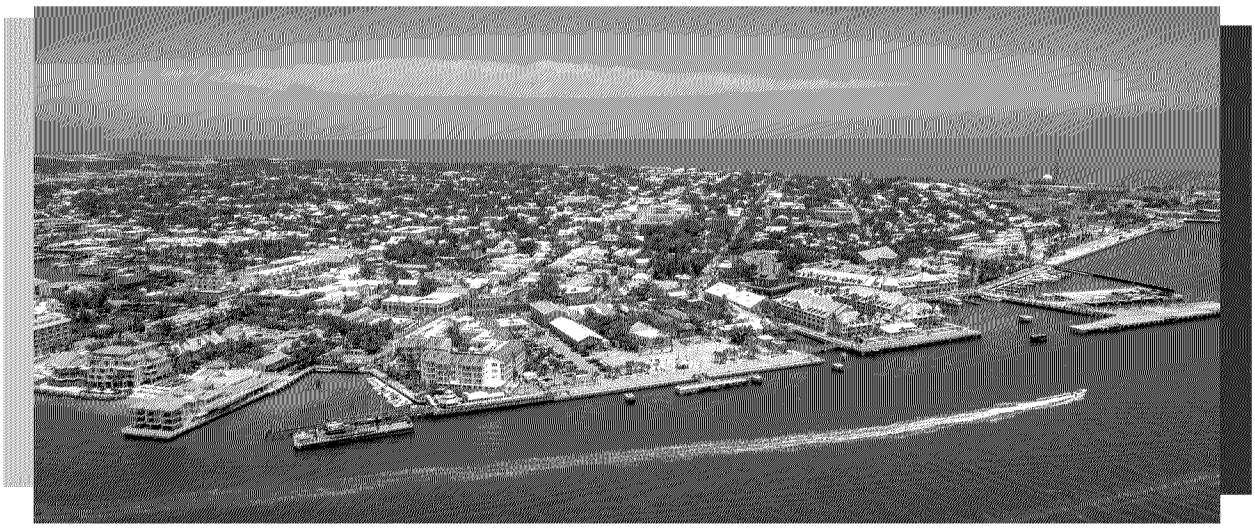
MONROE COUNTY PAST EXPERIENCE

We have provided client references for special assessment projects that are similar to the services requested by the County. Anser GSP has long-standing relationships with all of these clients. The County may contact any of these clients for references.

CONTACT	**Cheryl Sullivan, Director of Solid Waste Management** **Monroe County** **1100 Simonton St.** **Key West, Fl. 33040**
PHONE	**(305) 292-4536**
EMAIL	**Sullivan-Cheryl@MonroeCounty-FL.Gov**

CONTACT	**Tina LoSacco, Sr. Engineering/Wastewater Technician** **Monroe County** **102050 Overseas Highway, Ste. 223** **Key Largo, FL 33037**
PHONE	**(305) 304-9458**
EMAIL	**LoSacco-Tina@MonroeCounty-FL.Gov**

CONTACT	**Rhonda Haag, Chief Resilience Officer** **Monroe County** **102050 Overseas Highway, Ste. 246** **Key Largo, Florida 33037**
PHONE	**(305) 395-9928**
EMAIL	**Haag-Rhonda@MonroeCounty-FL.Gov**



Since 2002, Anser GSP has assisted the County in the development, implementation and annual maintenance of service and capital infrastructure special assessment programs to fund the provision of solid waste services, fire services (not implemented due to policy decision), various neighborhood wastewater infrastructure, and canal maintenance. Sandi Neubarth has been the project manager for the County's wastewater and solid waste assessment programs for the past five years, and Rashad Sapp has been the data analyst working on these projects over the past two years.

SOLID WASTE ASSESSMENT PROGRAM & SOLID WASTE ONLINE ASSESSMENT DATABASE SERVICES

Anser GSP was hired by the County in 2002 to provide specialized services for the billing and collection of residential solid waste assessments in the unincorporated area of the County and the City of Marathon using the tax bill collection method. Anser GSP has provided annual assessment maintenance services to the County since the program's inception. In 2006, Anser GSP created an online data hosting/application service to allow County staff the ability to perform parcel-level lookups and run summary reports.

DUCK KEY/BIG COPPITT ISLAND WASTEWATER ASSESSMENT PROGRAM & WASTEWATER ONLINE ASSESSMENT DATABASE SERVICE

In 2006 Anser GSP was retained by Monroe County to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund wastewater services in various unincorporated areas of the County. Under this retainer agreement Anser GSP assisted the County in the development and implementation of the special assessment program for wastewater services in the Duck Key/Big Coppitt Island area. In 2007, Anser GSP created an online data hosting/application service to allow County staff the ability to enter and track payoff data, as well as perform parcel-level lookups and run summary reports. Anser GSP has provided annual assessment maintenance services to the County since the program's inception.

STOCK ISLAND WASTEWATER ASSESSMENT PROGRAM

In 2004 Anser GSP was retained by Monroe County to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund wastewater capacity in South Stock Island. For each year following the development of this program, Anser GSP has provided annual assessment maintenance services to the County since the program's inception.

CUDJOE KEY INNER AND OUTER ISLAND WASTEWATER ASSESSMENT PROGRAMS

In 2011 Anser GSP was retained by Monroe County to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund wastewater capacity in Cudjoe Key. Anser GSP has provided annual assessment maintenance services to the County since the program's inception in 2012.

CANAL MAINTENANCE ASSESSMENT PROGRAMS

In 2017, Anser GSP was hired by Monroe County to develop an assessment program to fund canal maintenance services for seven demonstration canals in the unincorporated area of the County. Anser GSP worked closely with County staff to develop an apportionment methodology that would be legally defensible and publicly acceptable. While a report was written and presentations were made to the BOCC, in May 2017, the policy decision was made to not implement at that time. In 2018, the County hired Anser GSP to assist with implementation of the Canal 266 assessment program. Anser GSP has provided annual assessment maintenance services to the County since the program's inception.

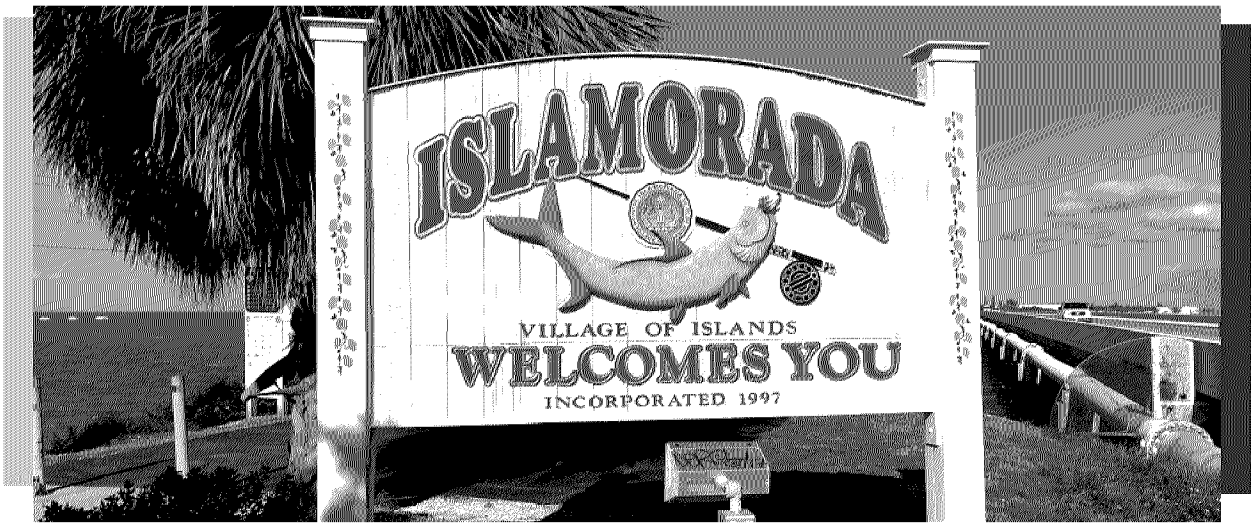
FIRE ASSESSMENT PROGRAM

In 2008 Anser GSP was hired by the County to develop a special assessment program to fund the County's fire protection services. Anser GSP conducted a thorough analysis of the County's fire services, fire incident data, parcel data and costs to provide fire protection services in the unincorporated area of the County. The apportionment methodology was developed, rates were calculated, and a fire assessment report was prepared and presented to the County BOCC. The policy decision was made to not implement the fire assessment program for Fiscal Year 2008-09.

OTHER RELEVANT PROJECT EXPERIENCE AND LONG-TERM CLIENT RELATIONSHIPS

We have provided information about specific projects that are similar to services requested by the County and for clients that Anser GSP has had a long-standing relationship with. The County may contact any of these clients for references.

VILLAGE OF ISLAMORADA



CONTACT	**Maria T. Bassett, Finance Director** **Islamorada, Village of Islands** **86800 Overseas Hwy, 3rd Floor** **Islamorada, FL 33036**
PHONE	**(305) 664-6445**
EMAIL	**Maria.Bassett@islamorada.fl.us**

Since 1999, Anser GSP has assisted the Village in the development, implementation and annual maintenance of various service and capital infrastructure special assessment programs, including stormwater, solid waste and various wastewater programs. For the past five years, Sandi Neubarth has been the project manager for the Village's special assessment programs and Rashad Sapp has been the data analyst for these projects for the past two years.

Solid Waste Assessment Program

Anser GSP was hired by the Village in 1998 to provide specialized services in the development and implementation of a non-ad valorem assessment program for solid waste collection and disposal services for residential properties within the Village. Anser GSP was also tasked with assisting the Village in transitioning from the separate bill collection method being used at the

time to the ad valorem tax bill collection method for annual solid waste services and delinquent solid waste fees. The program was successfully implemented for Fiscal Year 1999-2000. Anser GSP has provided annual assessment maintenance services to the Village since the program's inception.

Stormwater Assessment Program

In 2004 the Village hired Anser GSP to develop a Stormwater Management Program Financial Alternatives and Implementation Action Plan. The study consisted of reviewing the Village's existing stormwater services program and making recommendations for modifying the existing program. An analysis of alternative funding options was also provided.

In 2005 the Village hired Anser GSP to assist with the development and implementation of a stormwater assessment program to fund the costs associated with stormwater services provided by the Village. Anser GSP developed an impervious area methodology and Anser GSP assisted the Village with implementation of the stormwater assessment for Fiscal Year 2005-06 which was collected on the tax bill. Since its inception, Anser GSP has provided ongoing maintenance services for the annual stormwater assessment program.

Wastewater Assessment Program

In 2005 Anser GSP was retained to assist the Village in developing and implementing a special assessment program to fund the capital costs of the wastewater system in the North Plantation Key area in a manner that was conducive to the imposition and collection of the assessments pursuant to the uniform method of collection in section 197.3632, Florida Statutes. The North Plantation Key Wastewater assessment program was implemented for Fiscal Year 2005-06. Since implementation of the North Plantation Key Wastewater assessment program, Anser GSP has been retained by the Village to assist in developing and implementing other wastewater programs including Remaining Service Area Phase One, Remaining Service Area Phase Two, and North Plantation Key Supplemental to fund capital costs. Anser GSP has provided annual maintenance services to the Village for all of its wastewater assessment programs.

Woods Corner Affordable Housing Area Wastewater Assessment Program

In 2008 Anser GSP was retained by the Village of Islamorada to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund the capital costs of the wastewater system in the Woods Corner Affordable Housing area. This assessment program was successfully implemented and Anser GSP continues to provide annual services to the Village of Islamorada for this project.

CITY OF MARATHON



CONTACT	**Libby Frazier, Deputy Utilities Director** **City of Marathon** **9805 Overseas Highway** **Marathon, FL 33050**
PHONE	**(305) 289-5005**
EMAIL	**Frazierl@ci.marathon.fl.us**

Since 2002, Anser GSP has assisted the City in the development, implementation and annual maintenance of various service and capital infrastructure special assessment programs, including stormwater, road paving, and various wastewater programs. Sandi Neubarth has been the project manager for the City's special assessment programs for the past five years, and Rashad Sapp and Allan Hernandez have been the data analysts working on these projects over the past two years.

Little Venice Wastewater Assessment Program

In 2002 Anser GSP was retained by the City of Marathon to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund wastewater improvements in the Little Venice area. This assessment program was successfully implemented and Anser GSP provided annual services to the City of Marathon for this project through its completion in 2022.

Areas 4 & 6 Wastewater Assessment Program

In 2008 Anser GSP was retained by the City of Marathon to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund wastewater improvements in Service Areas #4 & #6. This assessment program was successfully

implemented and Anser GSP continues to provide annual services to the City of Marathon for this project.

Areas 1, 2, 3, 5 and 7 Wastewater Assessment Program

In 2009 Anser GSP was retained by the City of Marathon to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund wastewater improvements in Service Areas #1,#2, #3, #5 and #7. This assessment program was successfully implemented and Anser GSP continues to provide annual services to the City of Marathon for this project.

Stormwater Assessment Program

In 2009 the City hired Anser GSP to assist with annual maintenance services for an existing stormwater assessment program including updating of the City's existing stormwater roll, assisting with rate adoption process pursuant to Section 197.3632, Florida Statutes, and certification of final roll to the tax collector. Anser GSP has continued to provide annual services to the City of Marathon for this project since 2009.

WALTON COUNTY



CONTACT	**Mary E. King, Interim Deputy County Administrator** **Walton County** **P.O. Box 135** **DeFuniak Springs, FL 32435**
PHONE	**(850) 892-8155**
EMAIL	**Kinmary@co.walton.fl.us**

Since 1995, Anser GSP has assisted Walton County in the development, implementation and annual maintenance of several capital and service special assessment programs, including fire, road paving, canal dredging, and neighborhood improvements. Sandi Neubarth has been the project manager for the County's special assessment programs since 2008. Rashad Sapp has been the data analysts working on these projects for the past two years.

Fire Assessment Program

In 2003 Anser GSP was hired to develop a Fire Rescue Master Plan for the County. The intent of the Master Plan was two-fold: (1) to identify opportunities for immediate improvement in the delivery of services in Walton County, and (2) to develop recommendations for long-term enhancements in fire rescue service delivery through capital investment and operating decisions.

Based on the results of the Master Plan, the County retained Anser GSP to update and revise its annual recurring special assessment program so that it was capable of funding all of the assessable costs associated with providing fire protection services, commencing Fiscal Year 2004-05, and collected using the ad valorem collection process provided in section 197.3632, Florida Statutes (Uniform Method). Anser GSP updated the County's fire assessment program in 2013. Anser GSP has provided annual assessment maintenance services to the County for its fire rescue assessment program since inception.

Capital Assessment Programs

Daughette Canal Improvements and Maintenance Services Program

Anser GSP was retained by Walton County in 2007 to develop an assessment methodology to fund canal dredging activities and ongoing annual maintenance services. The apportionment methodology developed by Anser GSP was based on the number of buildable lots attributable to each parcel and Anser GSP determined rates for each component of the assessment program – capital and service – based on this methodology. The assessment program was implemented for Fiscal Year 2008-09. In 2013, the County learned that several properties in the benefit area had multiple boat slips associated with a lot; therefore, we assisted the County with updating the methodology to charge each parcel based on the actual or allowable boat slips. In 2017, the County hired Anser GSP to update the annual maintenance rates to account for enhanced services to be provided in the benefit area. The 10-year capital assessment program ended after certification of the final roll to the Tax Collector in September 2017; however, the annual maintenance assessment program continues to be imposed. Anser GSP continues to provide annual maintenance to the County for this program.

Imperial Lakes Project

The Imperial Lakes Project consisted of a private property subdivision with homes built on approximately 30% of the 91 subdivision lots identified. The Imperial Lakes of Walton County Homeowners Association requested assistance from the County Commission to approve and create a mechanism, such as a Municipal Service Benefit Unit, to collect the funds necessary to repair the four failing man-made lake dams in the Imperial Lakes Improvement Area. Anser GSP assisted the County with the development and implementation a special assessment program to fund the capital costs of improvements. The program was implemented in 2003 and ended in 2015. Anser GSP provided annual maintenance services to the County for the life of the assessment program.

Driftwood Estates

The Driftwood Estates assessment program was developed to finance the cost of the acquisition and construction of various road, utility and ancillary improvements within the boundaries of the Driftwood Estates Municipal Service Benefit Unit. The program was implemented in 1997 and Anser GSP provided assistance to the County with annual maintenance of the assessment roll through the conclusion of the program in 2009.

Four Mile Village Project

In 2010 Anser GSP was hired by the County to develop and implement a capital assessment program Four Mile Village. The capital assessment program was to fund the cost of burying the overhead utility lines within the Four Mile Village subdivision which consisted of approximately 55 parcels. The program was implemented in 2010 and Anser GSP provided assistance to the County with annual maintenance of the assessment roll through the conclusion of the program in 2019.

Leisure Lake

In 2010 Anser GSP was hired by the County to develop and implement a capital assessment program Leisure Lake. The capital assessment program was to fund the cost of dam improvements within the Leisure Lake subdivision. Leisure Lake subdivision consisted of approximately 29 parcels. The methodology developed was based in part on waterfront footage and in part on the number of buildable lots. The program was implemented in 2011 and Anser GSP provided assistance to the County with annual maintenance of the assessment roll through the conclusion of the program in 2020.

Survey Ballot

Anser GSP periodically assists the County with the development and mailing of survey ballots for various neighborhood projects. The ballots assist the County to determine the support of property owners for the development and implementation of a special assessment program to fund various capital improvements (such as roadway improvements, critical infrastructure, canal dredging, neighborhood beautification, etc.) within the project area. If the results of the survey are favorable, the County then hires Anser GSP to assist in the development and implementation of a legally defensible assessment program.

CITY OF PENSACOLA



CONTACT	George Maiberger, Purchasing Manager 222 W. Main Street Pensacola, Florida 32502
PHONE	(850) 435-1835
EMAIL	GMaiberger@cityofpensacola.com

Anser GSP was engaged by the City of Pensacola in 1999 to develop and implement a stormwater assessment program over a series of phases. These phases included: (1) the development of a financial plan, (2) a comprehensive review of the adequacy of current stormwater management regulations for the City, in context with Escambia County and the Water Management District, and determination of a strategic plan of action to address issues raised, (3) development of a rate model and rates, and (4) implementation of the stormwater assessment program which included four square foot tiers for single family residential parcels. The assessment program was implemented in 2001 and Anser GSP also developed a web-based application for the City's use in the daily maintenance tasks of the stormwater assessment database.

In 2010, Anser GSP assisted the City in updating the existing assessment program. The update included the calculation of a new ESU value (due to reconstruction and re-development that occurred after Hurricane Ivan). In addition, Anser GSP developed three alternative methodology scenarios specifically related to single family residential parcels as follows:

- No tiers (one rate for all single family residential)
- Three tiers
- Five tiers

Anser GSP also provided the impacts on individual property owners for each methodology scenario and a summary of the number of parcels paying less, the same or more than the current methodology for each methodology alternative. The five-tier methodology was implemented for Fiscal Year 2010-11.

Since its inception in 2001, Anser GSP has provided ongoing annual maintenance services for the stormwater assessment database and the web-based application for the City's use in daily database maintenance tasks.

Project Team Members: Sandi Neubarth and Rashad Sapp

5. PRICE PROPOSAL

ANSER ADVISORY

PROJECT APPROACH

The project approach outlined in this section has been designed and structured based on Anser's experience and the necessary work effort that we believe needs to be completed to guarantee the County that the programs are developed in such a way as to assure the greatest likelihood of political and community acceptance. To achieve this goal, Anser's technical approach includes the ability to develop several different methodologies, develop an unlimited number of rate scenarios, and provide the parcel specific impact of every methodology and rate scenario developed. These revisions can be effected quickly depending on the availability of data.

The objective of this project is to develop and implement non-ad valorem assessments for canal restoration projects and road adaptation/sea level rise projects and potential other programs. To accomplish this objective, we will focus on the following tasks:

- Provision of implementation services aimed at developing legally defensible methods of apportionment conducive to use with the County's ad valorem tax roll database;
- Development of the implementation documentation for the annual collection method which meets all case law and statutory requirements; and
- Development of an assessment roll conducive to collecting the annual assessments and capable of being efficiently updated and used in subsequent years.

The proposed scope of services is designed to develop the following deliverables during this project:

- An Assessment Report which provides (a) the assessment cost calculations, (b) the description of the apportionment methodology, and (c) an implementation schedule;
- Mailing of first class notices (mailing costs not included in lump sum fee);
- The final assessment rates; and
- An assessment roll in an electronic format capable of merging with the County's real property assessment roll in conformity with the requirements of the utilization of the tax bill collection method.

SCOPE OF SERVICES NEW ASSESSMENT PROGRAMS

The following section provides a general description of the work effort required to complete Tasks 1 – 5 of the Scope of Work in Part 2 of the RFP.

Task 1: Evaluate Existing Data Sources and Identify Methodologies for Developing the Preliminary Assessment Roll

A: Data Collection

Obtain and review existing data sources such as project area maps, the Monroe County GIS database and Tier data, Monroe County Property Appraiser's data, ad valorem tax rolls, and Monroe County Tax Collector data. An analysis of the proposed improvements/services will be performed and the benefited properties will be identified. We will develop alternative methodologies for development of each preliminary assessment roll and recommend the preferred methodology. Alternative methodologies for development of the preliminary assessment roll will include, but not be limited to: assessment on a per parcel or per

lot methodology; assessment on a square foot or frontage methodology; and any other methodologies approved for canal restoration and/or sea level rise/road adaptation projects.

B: Determine the Assessment Revenue Requirements
Review the funding requirements of the proposed improvements, including debt service requirements (if applicable). Based on these funding requirements, determine the total assessment revenue requirements for the proposed projects including program implementation costs and annual costs.

C: Develop Assessment Methodology
Using the data and criteria established by County staff, we will develop a preliminary assessment methodology based on the proposed project, its location and properties benefited by the project.

Task 2: Develop Preliminary Assessment Roll upon Approval of Methodology by County

A: Develop Database
Anser will obtain files including the tax roll and assessment program data to perform the following tasks:

- Develop a preliminary electronic database of properties categorized by their DOR property use assignments that includes the property owner's name, address, RE number, and AK number.
- Obtain necessary information from County staff and other sources related to the methodology and apportionment of costs to be used for the assessment program.
- Refine the database to comport with the requirements of the preliminary assessment methodology.
- Use a series of queries and selection criteria to validate the common characteristics among the categories or classes and identify properties requiring further evaluation and fieldwork analysis.

B: Create Preliminary Assessment Roll
Using the tax roll files and the assessment database created in the previous task, Anser will create a preliminary assessment roll.

- Determine geographic areas to be included within the assessment program and the parcels within each project's geographic area.
- Apply apportionment methodology to assessment database to test the data validity and legal sufficiency.
- Determine the total number of billing units based on the apportionment methodology and determine revenue requirements.
- Develop and apply the schedule of rates using the apportionment methodology and revenue requirements for the assessment program.

C: Calculate Proforma Assessment Rates
Using the preliminary assessment roll, Anser will develop and apply the schedule of rates for the assessment program using the apportionment methodology for the assessment program.

D: Prepare and Present Assessment Report
Anser will prepare and present an Assessment Report, which documents the proposed apportionment methodology and proforma assessment rates.

Task 3: Certification of Final Assessment Roll

A: Prepare Final Assessment Roll
Anser will prepare the adjusted final assessment roll that will implement the assessment program and will interface with the Monroe County Tax Collector files.

B: Certify Final Assessment Roll in Conformance with Uniform Method
Using the final assessment roll and updating any changes or modifications, Anser will prepare a file on compatible electronic medium capable of merger with the ad valorem tax roll files. Anser will develop test files and conduct test merger procedures to minimize the possibility of errors.

C: Export Assessment Roll
Export the final assessment roll to the Monroe County Tax Collector.

Task 4: Provide Direction to Monroe County for Compliance with Statutory Requirements Associated with Collection of Special Assessments by the Uniform Method

A: Review of Legal Documents
Review of the ordinances and implementing resolutions and documentation associated with the creation of the indicated assessment programs.

B: Preparation of Final Assessment Rates
Assist the County with the final rate adoption process for the assessment program including (a) the legal requirements for any public hearings, (b) the development of appropriate published notice, and (c) printing, stuffing and mailing of any first class notices or bills.

Task 5: Conduct Progress Meetings

A: Meeting 1 - Project Initiation/Kick-off
Anser will meet with County staff via Zoom/Teams to finalize the goals and objectives of the project and discuss requested data needed for the project.

B: Meeting 2 - Project Progress Meeting
Anser will meet with County staff via Zoom/Teams to present and discuss the assessment report detailing the result of the assessment study.

C: Meeting 3 – Board of County Commissioners Meeting
Anser will present the results of the assessment study to the County Commission via Zoom.

SCOPE OF SERVICES EXISTING ASSESSMENT PROGRAM

The following section provides a general description of the work effort required to complete Task 6 of the Scope of Work in Part 2 of the RFP.

Task 6: Provide Annual Maintenance and Certification of Non-ad Valorem Special Assessment Roll for Canal 266

A: Update the preliminary assessment roll

Using the tax roll files and the assessment database, Anser will update the preliminary assessment roll.

- Determine the total number of billing units based on the apportionment methodology and determine revenue requirements.
- Develop and apply the schedule of rates using the apportionment methodology and revenue requirements for the assessment program.

B: Review of legal documents

- Review of the implementing resolutions and documentation associated with the creation of the Canal 266 assessment program.

C: Assist with Rate Adoption

- Assist the County with the final rate adoption process for the assessment program including (a) the legal requirements for any public hearings and (b) the development of appropriate published notice and/or printing, stuffing and mailing of any notices.

D: Create Final Assessment Roll

- Anser will update the assessment roll with any corrections received from the County. Final rates will be verified and extended to the updated data in order to create the final assessment roll.

E: Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method

- Using the final assessment roll, Anser will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

FEES AND COSTS

For the professional services and specialized assistance described in the provided and proposed Scope of Services, and based on the assumptions in the RFP (2 new assessment programs with 20 parcels each based on a per-parcel or per-lot basis), Anser will work under a "lump sum" fee arrangement as follows:

- **Year 1 -- $22,293**
  - Tasks 1-5 – New Assessment Programs (assuming 2 new canal programs with 20 parcels each) -- $20,838
  - Task 6 – Annual Maintenance Services for Canal 266 -- $1,455
- **Year 2 -- $6,615**

		VP/Managing Director		Asst Director/Senior Project Manager		Project Manager		Senior Data Analyst		Data Analyst		Anser Trips	Anser Total
		Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees		
Year 1													
New Assessment Programs													
Task 1	Evaluate Existing Data Sources and Identify Methodology	0.5	$143	7.0	$1,645	2.0	$370	1.0	$185	4.0	$600		$2,943
Task 2	Develop Preliminary Assessment Roll Database	0.0	$0	13.0	$3,055	5.0	$925	1.0	$185	14.0	$2,100		$6,265
Task 3	Certification of Final Assessment Roll	0.0	$0	4.0	$940	2.0	$370	1.0	$185	10.0	$1,500		$2,995
Task 4	Provide Direction for Compliance with Statutory Requirements of Uniform Method	0.5	$143	8.0	$1,880	3.0	$555	1.0	$185	12.0	$1,800		$4,563
Task 5	Conduct Progress Meetings	0.5	$143	12.0	$2,820	6.0	$1,110	0.0	$0	0.0	$0		$4,073
Existing Canal 266 Assessment Program													
Task 6	Annual Maintenance and Certification of Roll	0.0	$0	3.0	$705	0.0	$0	0.0	$0	5.0	$750		$1,455
	Total Hours and Fees	**1.5**	**428**	**47**	**11045**	**18.0**	**3330**	**4.0**	**740**	**45.0**	**6750**	**0**	**$22,293**
	Trips											**0**	**$0**
	Total Fees and Expenses		**$428**		**$11,045**		**$3,330**		**$740**		**$6,750**		**$22,293**
Year 2													
Annual Maintenance Services Canal 266 and New Programs from Year 1													
Task 6	Annual Maintenance and Certification of Roll	0	$0	14	$3,290	3	$555	2	$370	16	$2,400		$6,615
	Total Hours and Fees	**0**	**0**	**14**	**3290**	**3**	**555**	**2**	**370**	**16**	**2400**	**0**	**6615**
	Trips											**0**	**$0**
	Total Fees and Expenses		**$0**		**$3,290**		**$555**		**$370**		**$2,400**		**$6,615**

PRICE PROPOSAL

The lump sum fee for professional services does not include any on-site visits to the County by Anser staff. Any on-site meeting can be arranged at our standard hourly rates. Expenses related to any meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls or Zoom meetings may be scheduled to discuss project status.

The standard hourly rates for Anser are as follows:

Anser Advisory

Senior Advisor.....$285
Vice President/Managing Director.....$285
Assistant Director/Senior Project Manager.....$235
Project Manager/Project Coordinator.....$185
Senior Data Analyst.....$185
Database Analyst/Technical Services.....$150
Project Analyst.....$90
Program and Administrative Support.....$75

The lump sum fee **does not include the costs of producing and mailing first class notices, if required**. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately $1.50 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The County is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The County is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt "home addresses" pursuant to Section 119.071, Florida Statutes.

The County is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that Anser works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, Anser would be available, on an hourly basis, to assist the County in its defense.

DELIVERABLES SCHEDULE

Deliverable	Schedule
Notice to Proceed	March 2023
Year 1 – New and Annual Programs	
Develop Assessment Methodology	April – May 2023
Proforma Assessment Rates	April – May 2023
Assessment Memorandum	May – June 2023
Initial Assessment Resolution	May – July 2023
Published and Mailed Notice	May – July 2023
Final/Annual Assessment Resolution(s)	June – August 2023
Roll Certification	By September 15, 2023
Year 2 – Annual Programs	
Update Assessment Rolls	July 2024
Assist with Rate Adoption	June – August 2024
Roll Certification	By September 15, 2024

PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable on the following basis. Payment will be based on the following schedule, assuming that notice to proceed is received in March 2023. If notice to proceed occurs after this date, payment will be adjusted on the basis of a condensing of the anticipated number of months remaining to complete the project.

Schedule	Payment	Amount
Year 1		
April 2023	25% of lump sum fee	$5,573.00
May 2023	25% of lump sum fee	$5,573.00
July 2023	25% of lump sum fee	$5,573.00
September 2023	25% of lump sum fee	$5,574.00
Total		**$22,293.00**
Year 2		
July 2024	50% of lump sum fee	$3,307.00
September 2024	50% of lump sum fee	$3,308.00
Total		**$6,615.00**

6. FINANCIAL INFORMATION AND LITIGATION

ANSER ADVISORY

(1) A list of the person's or entity's shareholders with five percent (5%) or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; or, if a solely owned proprietorship, names(s) of owner(s);

Officers
a. Adam Shaw, President
b. Bryan Carruthers, Vice President
c. Gary Cooley, Chief Financial Officer

100% member managed by sole member Anser Advisory, LLC.

(2) A list of the officers and directors of the entity;

Officers
a. Adam Shaw, President
b. Bryan Carruthers, Vice President
c. Gary Cooley, Chief Financial Officer

100% member managed by sole member Anser Advisory, LLC.

(3) The number of years the person or entity has been operating and, if different, the number of years it has been providing the services requested in this RFP;

2002 and 1996

(4) The number of years the person or entity has operated under its present name and any prior names;

R.W. Block Consulting, LLC, EST 2002, name changed to Anser Advisory Consulting, LLC in 2018

Government Services Group, Inc., EST 1996, name changed to Anser Advisory Consulting, LLC in 2021

(f) Customer references (minimum of three), including name, current address and current telephone number.

Village of Islamorada
Contact: Maria T. Bassett, Finance Director
Islamorada, Village of Islands
86800 Overseas Hwy, 3rd Floor
Islamorada, FL 33036
Phone: (305) 664-6445
E-Mail:Maria.Bassett@islamorada.fl.us

City of Marathon
Contact: Libby Frazier, Deputy Utilities Director
City of Marathon
9805 Overseas Highway
Marathon, FL 33050
Phone: (305) 289-5005
E-mail: Frazierl@ci.marathon.fl.us

City of Pensacola
Contact: George Maiberger, Purchasing Manager
222 W. Main Street
Pensacola, Florida 32502
Phone: (850) 435-1835
E-mail: GMaiberger@cityofpensacola.com

(g) Credit references (minimum of three), including name, current address and telephone number.

BMO
111 W. Monroe Street
17th Floor
Chicago, IL 60603
(312) 461-2323

Sterling Investment Partners Advisors IV, LLC
285 Riverside Ave
Suite 300
Westport, CT 06880
203-226-8711

Dun and Bradstreet
103 John F Kennedy Pkwy, Short Hills, NJ 07078
844-414-1273

(h) Financial statements for the prior three (3) years.
Submitted in a separate email labeled "CONFIDENTIAL"

(4) The number of years the person or entity has operated under its present name and any prior names;

(5) Answers to the following questions regarding claims and suits:

a. Has the person or entity ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details of the job, including where the job was located and the name of the owner.)

YES ☐ NO ☑

b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or its officers, directors, or general partners (this specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner in the last five (5) years)? (If yes, provide details, include enough information about the judgment, claim, arbitration or suit so that the County will able to obtain a copy of the judgment or claim or locate the suit by location and case number.)

YES ☐ NO ☑

c. Has the person, principal of the entity, entity, or its officers, major shareholders or directors within the last five (5) years, been a party to any lawsuits or arbitrations with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities? This specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner in the last five (5) years. (If yes, provide details, include enough information about the judgment, claim, arbitration or suit so that the County will able to obtain a copy of the judgment or claim or locate the suit by location and case number.)

YES ☐ NO ☑

d. Has the person, principal of the entity, or its officers, owners, partners, major shareholders or directors, ***ever*** initiated litigation against Monroe County or been sued by Monroe County in connection with a contract to provide services, goods or construction services? This specifically includes any present or prior entities in which the person, principal, entity, officer, director or general partner of the proposing entity has been involved as a person, principal, entity, officer, director or general partner. (If yes, provide details, include enough information about the judgment, claim, arbitration or suit so that the County will able to obtain a copy of the judgment or claim or locate the suit by location and case number.)

YES ☐ NO ☑

e. Whether, within the last five (5) years, the owner, an officer, general partner, controlling shareholder or major creditor of the person or entity was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in this RFP. (If yes, provide details and information about the failure to perform services or furnish goods that will enable the County to thoroughly consider the matter.)

YES ☐ NO ☑

f. Customer references (minimum of three), including name, current address and current telephone number.

g. Credit references (minimum of three), including name, current address and telephone number.

h. Financial statements for the prior three (3) years. Please provide these financial statements in an email in accordance with the instructions at the beginning of this RFP and marked "CONFIDENTIAL" one (1) original copy.

("Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a bid for a road or any other public works project is exempt from § 119.07(1) Fla. Stat. and §24(a), Art. 1 of the State Constitution.")

i. Any financial information requested by the County department involved in the competitive solicitation, related to the financial qualifications, technical competence, the ability to satisfactorily perform within the contract time constraints, or other information the department deems necessary to enable the department and Board of County Commissioners to determine if the person responding is responsible. Under this section the vendor shall supply the following information:

TAB 7. Required County Forms and Licenses

Respondent shall complete and execute the forms specified below and found at the designated pages in this RFP, and shall include them in the appropriate tabbed section. Failure to provide executed documents may result in Respondent being determined to be non-responsive to the RFP and disqualified from consideration.

FORMS

1) Submission Response Form
2) Applicant Acknowledgment Form
3) Lobbying and Conflict of Interest Form
4) Non-Collusion Affidavit

7. REQUIRED COUNTY FORMS AND LICENSES

ANSER ADVISORY

SUBMISSION RESPONSE FORM

RESPOND TO: **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**
c/o PURCHASING DEPARTMENT
GATO BUILDING, ROOM 2-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040

RESPONSE FROM: Anser Advisory Consulting, LLC

I have included:

- ○ The Submission Response Form ✓
- ○ Applicant Acknowledgment Form ✓
- ○ Lobbying and Conflict of Interest Clause ✓
- ○ Non-Collusion Affidavit ✓
- ○ Drug Free Workplace Form ✓
- ○ Public Entity Crime Statement Form ✓
- ○ Vendor Certification regarding Scrutinized Companies ✓
- ○ Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion ✓
- ○ Respondent's Insurance and Indemnification Statement incl. Hold Harmless ✓
- ○ Insurance Agent's Statement ✓
- ○ Request for Waiver of Insurance Requirements (if applicable) N/A
- ○ Acknowledgment of Addenda Form ✓

Mailing Address: 1500 Mahan Drive, Suite 250 Telephone: (850) 681-3717
Tallahassee, Florida 32308 Fax: (850) 224-7206
Date: February 24, 2023

Email: david.jahosky@anseradvisory.com

Signed: _____ Witness: Tammy Peters
(Witness signature)
Tammy Peters
(Witness printed name)

David G. Jahosky
(Print Name)
Senior Vice President
(Title)

MONROE COUNTY BOCC APPLICANT ACKNOWLEDGEMENT:

The undersigned certifies that he/she is a principal or officer of the firm applying for consideration and is authorized to make this acknowledgement and certifications as well as submit solicitation proposals, bids, and responses on behalf of or as the applicant.

Signature of Authorized Representative

Title Senior Vice President Company Name Anser Advisory Consulting LLC

Printed Name David G. Jahosky

February 24, 2023
Date

STATE OF Florida)
) SS:
COUNTY OF Leon)

STATE OF: Florida

COUNTY OF: Leon

Subscribed and sworn to (or affirmed) before me on February 24, 2023 (date) by David G. Jahosky (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC
My Commission Expires: August 31, 2025

TAMMY PETERS
Commission # HH 126488
Expires August 31, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

LOBBYING AND CONFLICT OF INTEREST CLAUSE
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

" Anser Advisory Consulting LLC "
(Company)

"... warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

(Signature)

Date: February 24, 2023

STATE OF: Florida

COUNTY OF: Leon

Subscribed and sworn to (or affirmed) before me on February 24, 2023 (date) by David G. Jahosky (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC
My Commission Expires: August 31, 2025

TAMMY PETERS
Commission # HH 126488
Expires August 31, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

NON-COLLUSION AFFIDAVIT

I, David G. Jahosky of the city of Tallahassee
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Senior Vice President

of the firm of Anser Advisory Consulting, LLC

the bidder making the Response for the project described in the Request for Qualifications for:

Professional Services For Special Assessments - Monroe County

and I executed the said Response with full authority to do so:

2. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor;
4. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; and
5. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Respondent) February 24, 2023 (Date)

STATE OF: Florida

COUNTY OF: Leon

Subscribed and sworn to (or affirmed) before me on February 24, 2023 (date) by David G. Jahosky (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC
My Commission Expires: August 31, 2025

TAMMY PETERS
Commission # HH 128488
Expires August 31, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Sec. 287.087 hereby certifies that:

Anser Advisory Consult, LLC

(Name of Business)

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

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

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

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

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

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

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

(Signature of Respondent) February 24, 2023 (Date)

STATE OF: Florida

COUNTY OF: Leon

Subscribed and sworn to (or affirmed) before me on February 24, 2023 (date) by David G. Jahosky (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

Tammy Peters
NOTARY PUBLIC
My Commission Expires: August 31, 2025

TAMMY PETERS
Commission # HH 126488
Expires August 31, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither David G. Jahosky (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date: February 24, 2023

STATE OF FLORIDA

COUNTY OF Leon

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of February, 2023, by David G. Jahosky (name of affiant). He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission expires:

August 31, 2025

TAMMY PETERS
Commission # HH 126488
Expires August 31, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Professional Services For Special Assessments-Monroe County, Florida

Respondent Vendor Name: Anser Advisory Consulting, LLC

Vendor FEIN: 54-2078311

Vendor's Authorized Representative Name and Title: David G. Jahosky

Address: 1500 Mahan Drive, Suite 250

City: Tallahassee State: Florida Zip: 32308

Phone Number: (850) 681-3717

Email Address: david.jahosky@anseradvisory.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

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

Certified By: David G. Jahosky, who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

Print Name: David G. Jahosky

Title: Senior Vice President

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, David G. Jahosky, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

Anser Advisory Consulting, LLC

Signature

David G. Jahosky, Senior Vice President

Name and Title

1500 Mahan Drive, Suite 250

Street Address

Tallahassee, Florida 32308

City, State, Zip

Date February 24, 2023

Recipient's Name

Division Contract Number

FEMA Project Number

APPENDIX A to 44 C.F.R. PART 18, CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Anser Advisory Consulting, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. IN addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: February 24, 2023



Signature of Contractor's Authorized Official

Printed Name: David G. Jahosky
Title: Senior Vice President

Approved by OMB

0348-0046

APPENDIX B to 44 CFR PART 18 – DISCLOSURE FORM TO REPORT LOBBYING

Disclosure of Lobbying Activities
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract X b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application X b. initial award c. post-award	X a. initial filing b. material change **For material change only:** Year _____ quarter _____ Date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee,
X Prime _____ Subawardee Tier _____, if Known: Monroe County Board of County Commissioners 1100 Simonton Street Key West, FL 33040-3110 **Congressional District, *if known*: FL26**	Enter Name and Address of Prime: N/A **Congressional District, *if known*:**
6. Federal Department/Agency: U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: 16.738
8. Federal Action Number, *if known*: BJA-2018-13626	**9. Award Amount, *if known*:** **$ 13,982**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI)*: N/A	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI)*: N/A
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**  **Print Name:** David G. Jahosky **Title:** Senior Vice President **Telephone No.:** (850) 681-3717 **Date:** February 24, 2023
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

RESPONDENT'S INSURANCE AND INDEMNIFICATION STATEMENT
INSURANCE REQUIREMENTS

Worker's Compensation Employers Liability	Statutory $1,000,000 Bodily Injury by Accident $1,000,000 Bodily Injury by Disease Policy Limits $1,000,000 Bodily Injury by Disease, each employee
General Liability, including Premises Operations Products and Completed Operations Blanket Contractual Liability Personal Injury Liability	$4,000,000 Combined Single Limit
Business Automobile Liability (Owned, non-owned, hired vehicles)	$1,000,000 Combined Single Limit
Professional Liability	$2,000,000 per Occurrence $4,000,000 Aggregate
Builder's Risk: Required	Limits equal to the full replacement value of the completed structures

Hold Harmless and Indemnification. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, vendor shall defend, indemnify and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of vendor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of vendor or any of its employees, agents, sub-contractors or other invitees, or (C) vendor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than vendor). The monetary limitation of liability under this contract shall be not less than $1 million per occurrence pursuant to F. S. 725.06. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this

Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the vendor's failure to purchase or maintain the required insurance, the vendor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the vendor, the vendor agrees and warrants that the vendor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars ($10.00) of remuneration paid to the vendor is for the indemnification provided for the above.

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

RESPONDENT'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

David G. Jahosky
Respondent


Signature

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named above. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
Umbrella (excess) Policy	$10,000 (Occurrence)
Professional Liability	$250,000 (Claims Made)

Liability policies are X Occurrence X Claims Made

Ames & Gough
Insurance Agency

Evan Morris
Signature

Print Name: Evan Morris

ACKNOWLEDGMENT OF ADDENDUM

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addenda that may have been issued as part of this bid. All addenda are issued via www.demandstar.com

ADDENDUM NO. 1 DATED 2/24/2023
ADDENDUM NO. ____ DATED _____
ADDENDUM NO. ____ DATED _____
ADDENDUM NO. ____ DATED _____

Date: February 24, 2023



Applicant's Signature

David G. Jahosky
Applicant's Name

Senior Vice President
Applicant's Title

Anser Advisory Consulting, LLC
Company Name

State of Florida
Department of State

I certify from the records of this office that ANSER ADVISORY CONSULTING, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on September 19, 2018.

The document number of this limited liability company is M18000008621.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 22, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelfth day of April, 2022



Secretary of State

Tracking Number: 4541927154CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

APPENDIX A

ANSER ADVISORY



ANSER ADVISORY

EDUCATION

Master of Arts, Public Administration, University of Florida, Gainesville, FL

Bachelor of Arts, Public Administration, University of Florida, Gainesville, FL

YEARS OF EXPERIENCE

27

YEARS WITH FIRM

4

DAVID JAHOSKY

PROPOSED ROLE: SENIOR VICE PRESIDENT

David Jahosky brings nearly three decades of highly specialized experience helping local governments become more efficient and focused on everything from staffing analysis to program and infrastructure funding and accounting. David brings highly specialized experience helping local governments become more efficient and focused on everything from staffing analysis to program and infrastructure funding and accounting. From studies to identify cost optimization and revenue recovery to grant compliance and performance audits, David has helped local and state governments develop the processes and policies necessary for greater efficiency in human and financial resources. Most importantly, he has helped them develop performance measures to ensure that goals and projects are met. His experience supporting local governments uniquely qualifies him to facilitate community services, including disaster recovery, neighborhood stabilization, and revitalization and economic development.

SELECTED REPRESENTATIVE EXPERIENCE

Southern California Association of Governments (SCAG), Electric Vehicle Charger Deployment Strategy, California

Anser is currently providing American Rescue Plan Phase I needs assessment consulting and advisory services and formulating a spending plan for ARP funds for various municipalities across the state of Florida. The team is currently identifying spending priorities by the United States Treasury expense category, geographic or census tract area, aligning to locally adopted capital improvement programs, and revenue loss calculations and reviews for collectively over $100 million in combined ARP initiatives. Clients include:

- City of Everett, MA
- City of Alvin, TX
- City of Scranton, PA
- Will County, IL
- Highlands County, FL
- City of Mascotte, FL
- City of Vero Beach, FL
- City of Titusville, FL
- Ocoee County, FL
- City of Lighthouse Point, FL
- Leesburg County, FL
- Jefferson County, FL
- Nassau County, FL
- City of Deerfield Beach, FL
- City of Destin, FL
- City of Fernandina Beach, FL

- City of Lake Wales, FL
- City of Margate, FL
- City of Newberry, FL
- City of North Lauderdale, FL

Nassau County, Prosperity Plan, Nassau County, FL
Nassau County brought our team on board in April 2021 to help develop the County's Prosperity Plan - the local application of the American Rescue Plan Act. As such, the Nassau Florida Prosperity Plan is an opportunity to leverage federal dollars to propel the greater community forward by expanding and diversifying our local economy, creating a more resilient economic ecosystem, facilitating equitable opportunity for wealth creation, and creating lasting public-value.

The Nassau County Prosperity Plan has been constructed around five overarching priorities which are interrelated and additive – each build one upon the other to create a whole that is greater than the sum of the parts.

- Strategic Investment in Infrastructure
- Strategic Investment in Local Business Incubation, Development and Acceleration
- Strategic Investment in Revenue Stabilization and Diversification
- Strategic Investment in Leveraging State/Federal Programs and Liaison Services/Technical
- Assistance for Non-profit Partners and Community Organizations
- Strategic Investment in Economic Uncertainty

Since guidance from the U.S. Treasury is forthcoming this summer, the Board of County Commissioners adopted the Nassau Florida Prosperity Plan to provide the guiding framework for developing specific strategic initiatives, projects, and programs aligned with the American Rescue Plan. No individual project, program or initiative will be executed until the County Manager returns with a further developed Nassau Florida Prosperity Plan that allocates ARP dollars to specific projects, programs, and initiatives for the Board's consideration.

Jefferson County, CARES Act Program Administration, Jefferson County, FL
Jefferson County retained the GSG team in September 2020 to administer the CARES Act program. GSG worked closely with representatives from the Florida Division of Emergency Management (FDEM) and Jefferson County in developing a CARES Act Program based on eligible and reimbursable expenditures that complied with Section 5001 of the CARES Act.

As part of the County's CARES Act program, the team administered the distribution of assistance to individuals, small businesses, and non-profit organizations affected by the COVID-19 Pandemic. FDEM allocated Jefferson County $2.7 million and assisted the County in securing the allocated funds. The County allotted over $1.3 million for the individual, small business, and non-profit assistance programs. The County issued payments to qualified individuals, businesses, and non-profit organizations within four months. As an extension of the team, staff quickly, effectively, and safely assembled a team to work on-site at the County. To accomplish these tasks, the team had to develop new processes and procedures, navigate complex solutions, and coordinate activities across multiple levels of County government and FDEM. We leveraged its understanding of working with the local government and the State of Florida to meet required deadlines.

Nassau County, CARES Act Program Administration, Nassau County, FL
Nassau County retained the team in June 2020 to administer the County's CARES Act program. Anser worked closely with representatives from the Florida Division of Emergency Management (FDEM) and Nassau County in developing a CARES Act Program based on eligible and reimbursable expenditures that complied with Section 5001 of the CARES Act.



ANSER ADVISORY

EDUCATION

Bachelor of Science (BS) in Criminology

Course work towards: Master's degree in Public Administration from Florida State University

YEARS OF EXPERIENCE

27

YEARS WITH FIRM

18

SANDI NEUBARTH

PROPOSED ROLE: PROJECT DIRECTOR / SENIOR PROJECT MANAGER

Sandi Neubarth is the Assistant Director and a Senior Project Manager for the Government Services Division at Anser Advisory. With over 27 combined years of extensive experience and knowledge of local government, Ms. Neubarth's skillfulness is indispensable to Anser. As Assistant Director, she oversees and monitors the progress of all workflow and project scheduling between the consulting team and technical support. Ms. Neubarth also advises the consulting team and client regarding any schedule modifications, requests for additional data and clarification on information that is used in the finalization of reports and other documents. Ms. Neubarth works directly with the Project Team regarding schedule compliance, providing direct support to the consultants and technical services personnel to advance the project consistent with client expectations. Ms. Neubarth helps to facilitate projects and provides quality control.

Ms. Neubarth has served as the project manager on over 100 service and capital assessment programs for governmental entities throughout Florida. Along with her vast knowledge of special assessments, Ms. Neubarth has over 17 years in the legal field with over nine years of experience as a paralegal to law firms representing various governmental entities.

Ms. Neubarth has been designated by the Court as an "expert witness" in the development and implementation of government special assessment programs and other alternative revenue sources. She has testified as an expert witness and demonstrated knowledge of the special benefit and the fair and reasonable apportionment required to meet case law requirements for a valid special assessment program.

ACCOMPLISHMENTS

- Serves as liaison for internal departments for complete support, coordination of workflow and project scheduling.
- Involved in the development of over 100 special assessment programs including fire services, stormwater services, street lighting services, neighborhood improvements, roadway improvements, water and wastewater services, and canal dredging projects.
- Develops training materials and conducts training sessions for special assessment customer service phone banks.
- Created and maintains checklists to ensure all legal requirements are met, eliminating possible program risks.

- Established a project tracking system for monitoring status and quality control.
- Litigation Accomplishments: M. David Moallem, et al. v. City of Palm Bay, et. al., Case No. 05-2017-CA-37868, consolidated with City of Palm Bay, Florida v. State of Florida, et al., Case No. 05-2017-CA-041041, in the 18th Judicial Circuit, Brevard County, Florida Testified for City of Palm Bay, Florida



ANSER ADVISORY

EDUCATION

Bachelor of Science (BS) degree in Economics from the Florida State University

Master of Science (MS) degree in Applied Economics from Florida State University

YEARS OF EXPERIENCE

2

YEARS WITH FIRM

1

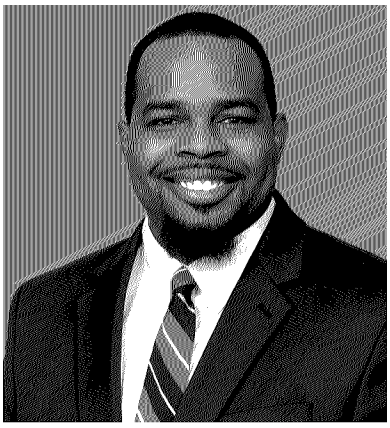
SHANE BLACK

PROPOSED ROLE: PROJECT MANAGER

Shane Black is a Project Manager in the Government Services Division at Anser Advisory. As a project manager, he is responsible for working with clients to enhance revenue structure, increase service accountability and streamline requested services. Shane has experience in economics, statistics, mathematics, and data extrapolation from his background in economic research and policy analysis. Since joining Anser, his work has been focused on city, county and special district revenue enhancement and needs analysis projects. Before joining Anser, Shane accumulated a working knowledge of local and state government from developing a complex analysis of public policy and an internship in the think tank industry.

ACCOMPLISHMENTS

- Provides support to Assistant Division Director and other Project Managers on local government non-ad valorem special assessment and revenue enhancement projects.
- Key member of the project team responsible for development and maintenance of assessment programs as alternative revenue sources for fire, wastewater, stormwater, and solid waste services.
- Highly skilled in research, data collection, data analysis and data reporting.
- While a graduate student at Florida State University, developed a complex statistical and policy analysis of the Florida DEP's Brownfield Redevelopment Program by comparing the actual costs of the program to the estimated benefits associated with brownfield redevelopments to date.
- While at the DeVoe Moore Center, provided research and data support for an ongoing project analyzing areas of sudden and extensive growth for relationships and trends associated with a wide variety of factors including demographics, crime rates, and ownership status.



ANSER ADVISORY

EDUCATION

Bachelor of Science (BS) degree in Computer Science, Albany State University

CERTIFICATIONS

2Comptia A+

Meditech NPR Report Writing

YEARS OF EXPERIENCE

9+

YEARS WITH FIRM

2+

RASHAD SAPP

PROPOSED ROLE: SENIOR ANALYST

Rashad Sapp is a Database Analyst in the Government Services Division at Anser Advisory.

As a database analyst, he works closely with senior database analysts and project managers to ensure the efficiency and accuracy of project deliverables. With his extensive and diverse IT experience, Mr. Sapp is proficient in database administration, data analytics, programming languages, project management, and geographical information systems (GIS). Prior to Anser, he was concentrating on systems implementation, database management, software development, and technical analysis for healthcare and manufacturing companies.

ACCOMPLISHMENTS

- Worked in conjunction with software vendors, electricians, site leadership, and management from sales and logistics departments to develop, plan, organize, and implement project tracking software for one the world's top cellulose paper mills.
- Worked with a company's software developers and quality department in lab to ensure all test definitions from previous systems translated into its newly implemented quality check software.
- Developed interactive graphic map for warehouse storage area utilizing Microsoft Project.
- Analyzed and resolved a multitude of software/hardware issues for doctors, nurses, contract employees, lawyers, healthcare employees, and manufacturing employees.
- Facilitated daily administrative change management meetings for discussing latest department implementations.
- Utilized the Toad database management toolset to manage SQL databases and optimize stored procedures.
- Work with warehouse transporters to ensure all electronic shipping documents transmit between various systems via FTP.
- Created a database for YMCA in VB.NET utilizing multiple files to keep track of
- employee personal information, weekly schedule, and time cards.



ANSER ADVISORY

EDUCATION

Bachelor of Science (BS) degree in Chemical Engineering, University of Florida

CERTIFICATIONS

Professional IBM Data Engineering Certification

Online Certifications includes training and project work in Data Pipelines, DB@, NoSQL DBMS, Airflow, Kafka, Hadoop, and Linux

YEARS OF EXPERIENCE

2

YEARS WITH FIRM

>1

ALLAN M. HERNANDEZ

PROPOSED ROLE: ANALYST

Allan is a Database Analyst in the Government Services Division at Anser Advisory.

As a database analyst, he works closely with other database analysts and project managers to ensure the efficiency and accuracy of project deliverables. With his extensive and diverse IT experience, Mr. Hernandez is proficient in database administration, data analytics, programming languages, project management, and geographical information systems (GIS). Prior to Anser, he was concentrating on systems implementation, database management, software development, and technical analysis for auditing and sentiment analysis projects.

ACCOMPLISHMENTS

- Worked in conjunction with software vendors, electricians, site leadership, and management from sales, logistics departments and other clients to develop data flows
- Integrated GIS into workflow for more involved data processing.
- Processed millions of parcel records parcels according to client preferences.
- Worked to troubleshoot and maintain 100+ data pipelines for client contracts.
- Analyzed and resolved a multitude of software/hardware issues and analyzed hundreds of pages of payroll data each day to extract relevant data.
- Facilitated daily data analysis for audit purposes.
- Worked directly with clients and customers to identify and satisfy their needs.
- Became the top performer in sales within the first two months in a retail environment.



ANSER ADVISORY

EDUCATION

Ph.D. in Political Science

Master of Science in Political Science, Florida State University

Bachelor of Arts in Government, University of Texas

YEARS OF EXPERIENCE

3

YEARS WITH FIRM

1

KELLEY DOLL

PROPOSED ROLE: ANALYST

Kelley Doll is a Database Analyst Administrator in the Government Services Division at Anser Advisory.

As a database analyst, she works closely with other database analysts and project managers to ensure the efficiency and accuracy of project deliverables. Dr. Doll is proficient in database administration, data analytics, programming languages, project management, and geographical information systems. Prior to Anser, she was concentrating on systems implementation, database management, and technical analysis for the public health industry.

ACCOMPLISHMENTS

- Coordinated activities statewide for reportable diseases with a focus on reporting and surveillance, including conducting statistical analyses of surveillance data to define and monitor the prevalence and geographic distribution of risk factors.
- Performed activities associated with reportable diseases, including data analytics, monitoring data quality, performance measures, creating guidance materials as needed, providing training, and assisting with system development to collect and manage data.
- Collaborated with the DCHP information technology teams to design, develop, and code based on business requirements for the DCHP as part of the overall strategic effort for integration and interoperability of its systems and software.
- Initiated the development of a new research approach to streamline the collection and analysis of large datasets
- Coordinated the preparation of grant materials and literature reviews to increase efficiency and exceed deadlines.
- Collaborated with three fellow assistants to recruit 1,500 undergraduate students for participation in research.

ANSERAD-01 EMORRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2023

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

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

PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartford A(XV)	20478
INSURER B : Continental Insurance Company A(XV)	35289
INSURER C : American Casualty Co of Reading, PA A(XV)	20427
INSURER D : Evanston Insurance Company	35378
INSURER E :	
INSURER F :	

INSURED
Anser Advisory Consulting LLC.
1500 Mahan Drive
Tallahassee, FL 32308

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			7011411355	1/17/2023	1/17/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			7011411369	1/17/2023	1/17/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			7011652381	1/17/2023	1/17/2024	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A		7011411372	1/17/2023	1/17/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			MKLV7PL0005704	1/17/2023	1/17/2024	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CANAL RESTORATION PROGRAM,
SEA LEVEL RISE AND FLOOD MITIGATION PROGRAM, AND OTHER POTENTIAL PROGRAMS

Monroe County Purchasing Department is listed as additional insured for general liability when required by written contract.

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton St
Key West, FL 33040

APPROVED BY RISK MANAGEMENT
BY
DATE 5/22/2023
WAIVER N/A___YES___

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Frances J Bailey

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F7
2023-1711

BULK ITEM: Yes

DEPARTMENT: Engineering Services

TIME APPROXIMATE:
N/A

STAFF CONTACT: Judith Clarke 305-295-4329

AGENDA ITEM WORDING: Approval of four license agreements with Florida Department of Transportation (FDOT) to permit FDOT's contractor to perform work on portions of four county roadways on Cudjoe Key in conjunction with FDOT's scheduled US 1 roadway improvement project #FM443898-1-52-1 from MM 20.6 to MM 23.1. Previously approved agreements have expired and additional time is needed to complete the work.

ITEM BACKGROUND:

FDOT began a roadway improvement project on US 1 on Cudjoe Key In April 2022. The scope of the project includes raising the roadway in areas, which will necessitate harmonization work on adjacent county maintained Blimp Road, Colson Drive, Drost Drive and Sawyer Drive near the intersections with US 1. The license agreements grant FDOT permission to perform work on portions of the four roads such as milling asphalt, re-sodding, grading, tying, harmonizing and reconnecting existing features. An exhibit showing the project area and a Fact Sheet for FDOT project FM#443898-1-52-1 are attached.

Original license agreements that were approved by the BOCC at the July 21, 2021 meeting have expired; the new license agreements expire in January, 2025 to allow for completion of the project.

PREVIOUS RELEVANT BOCC ACTION:
The original license agreements that were approved by the BOCC at the July 21, 2021 meeting have expired; the new license agreements expire in January, 2025 to allow for completion of the project.

CONTRACT/AGREEMENT CHANGES:
NA

STAFF RECOMMENDATION: Approval as requested

DOCUMENTATION:

905-signed Blimp Road new to 1 2025.pdf
906-signed Colson Drive new to 1 2025.pdf
907-signed Drost Drive new 1 2025.pdf
908-signed Sawyer new to 1 2025.pdf
FDOT exhibits and fact sheet.pdf

FINANCIAL IMPACT:
None

09-LA.02-05/2000

This instrument prepared by, or under the direction of,
Alicia Trujillo, Esq., District Six Chief Counsel
State of Florida Department of Transportation
1000 N.W. 111th Avenue, Miami, Florida 33172
June 1, 2021 - MF

Parcel No : 905R(8/18/2023)MF
Item/Segment No. : 443898-1
Managing District : 6

LICENSE

THIS AGREEMENT, Made the _____ day of _____, 20__, by and between **MONROE COUNTY, a political subdivision of the State of Florida,** and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called FDOT.

In consideration of the benefits, the parties agree as follows:

MONROE COUNTY, a political subdivision of the State of Florida, hereby grants to the DEPARTMENT a license to occupy and use the following described premises:

Parcel 905 FIN No. 443898-1

A portion of 100.00 feet Right a Way of Blimp Road lying 153.00 feet Northerly of the Northerly Right away line of Overseas Highway.
Folio Number: N/A

The premises may be occupied and used by FDOT solely for milling existing asphalt, re-sodding roadside slopes, grading, tying in, harmonizing and reconnecting existing features of the property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date written above and continuing until completion of the transportation project, but not later than the last day of **January 2025**.

The execution of this agreement by **MONROE COUNTY, a political subdivision of the State of Florida,** has been induced by no representations, statements, warranties, or agreements other than those contained here. This agreement contains the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between the parties relating to this matter.

IN WITNESS WHEREOF, the Licensor has signed this the day and year as written above.

ATTEST:

KEVIN MADOK, CLERK

_____ By: _____
As Deputy Clerk Monroe County Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 10/18/23

09-LA.02-05/2000

This instrument prepared by, or under the direction of,
Alicia Trujillo, Esq., District Six Chief Counsel
State of Florida Department of Transportation
1000 N.W. 111th Avenue, Miami, Florida 33172
June 1, 2021 - MF

Parcel No : 906R(8/18/2023)MF
Item/Segment No. : 443898-1
Managing District : 6

LICENSE

THIS AGREEMENT, Made the _____ day of _____, 20__, by and between **MONROE COUNTY, a political subdivision of the State of Florida,** and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called FDOT.

In consideration of the benefits, the parties agree as follows:

MONROE COUNTY, a political subdivision of the State of Florida, hereby grants to the DEPARTMENT a license to occupy and use the following described premises:

Parcel 906 FIN No. 443898-1

A portion of 50.00 feet Right a Way of Colson Drive lying 52.35 feet Southerly of the Southerly Right away line of Overseas Highway.
Folio Number: N/A

The premises may be occupied and used by FDOT solely for milling existing asphalt, re-sodding roadside slopes, replace guardrails, grading, tying in, harmonizing and reconnecting existing features of the property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date written above and continuing until completion of the transportation project, but not later than the last day of **January 2025**.

The execution of this agreement by **MONROE COUNTY, a political subdivision of the State of Florida,** has been induced by no representations, statements, warranties, or agreements other than those contained here. This agreement contains the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between the parties relating to this matter.

IN WITNESS WHEREOF, the Licensor has signed this the day and year as written above.

ATTEST:

KEVIN MADOK, CLERK

_____ By: _____
As Deputy Clerk Monroe County Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 10/18/23

09-LA.02-05/2000

This instrument prepared by, or under the direction of,
Alicia Trujillo, Esq., District Six Chief Counsel
State of Florida Department of Transportation
1000 N.W. 111th Avenue, Miami, Florida 33172
June 1, 2021 - MF

Parcel No : 907R(8/18/2023)MF
Item/Segment No. : 443898-1
Managing District : 6

LICENSE

THIS AGREEMENT, Made the _____ day of _____, 20__, by and between **MONROE COUNTY, a political subdivision of the State of Florida,** and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called FDOT.

In consideration of the benefits, the parties agree as follows:

MONROE COUNTY, a political subdivision of the State of Florida, hereby grants to the DEPARTMENT a license to occupy and use the following described premises:

Parcel 907 FIN No. 443898-1

A portion of 50.00 feet Right a Way of Drost Drive lying 40.70 feet Southerly of the Southerly Right away line of Overseas Highway.
Folio Number: N/A

The premises may be occupied and used by FDOT solely for milling existing asphalt, re-sodding roadside slopes, replace guardrail, grading, tying in, harmonizing and reconnecting existing features of the property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date written above and continuing until completion of the transportation project, but not later than the last day of **January 2025**.

The execution of this agreement by **MONROE COUNTY, a political subdivision of the State of Florida,** has been induced by no representations, statements, warranties, or agreements other than those contained here. This agreement contains the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between the parties relating to this matter.

IN WITNESS WHEREOF, the Licensor has signed this the day and year as written above.

ATTEST:

KEVIN MADOK, CLERK

_____ By: _____
As Deputy Clerk Monroe County Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 10/18/23

09-LA.02-05/2000

This instrument prepared by, or under the direction of,
Alicia Trujillo, Esq., District Six Chief Counsel
State of Florida Department of Transportation
1000 N.W. 111th Avenue, Miami, Florida 33172
June 1, 2021 - MF

Parcel No : 908R(8/18/2023)MF
Item/Segment No. : 443898-1
Managing District : 6

LICENSE

THIS AGREEMENT, Made the _____ day of _____, 20__, by and between **MONROE COUNTY, a political subdivision of the State of Florida,** and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called FDOT.

In consideration of the benefits, the parties agree as follows:

MONROE COUNTY, a political subdivision of the State of Florida, hereby grants to the DEPARTMENT a license to occupy and use the following described premises:

Parcel 908 FIN No. 443898-1

A portion of 50.00 feet Right a Way of Sawyer Drive lying 32.02 feet Southerly of the Southerly Right away line of Overseas Highway.
Folio Number: N/A

The premises may be occupied and used by FDOT solely for milling and resurfacing, re-sodding roadside slopes, replace guardrail, grading, tying in, harmonizing and reconnecting existing features of the property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date written above and continuing until completion of the transportation project, but not later than the last day of **January 2025**.

The execution of this agreement by **MONROE COUNTY, a political subdivision of the State of Florida,** has been induced by no representations, statements, warranties, or agreements other than those contained here. This agreement contains the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between the parties relating to this matter.

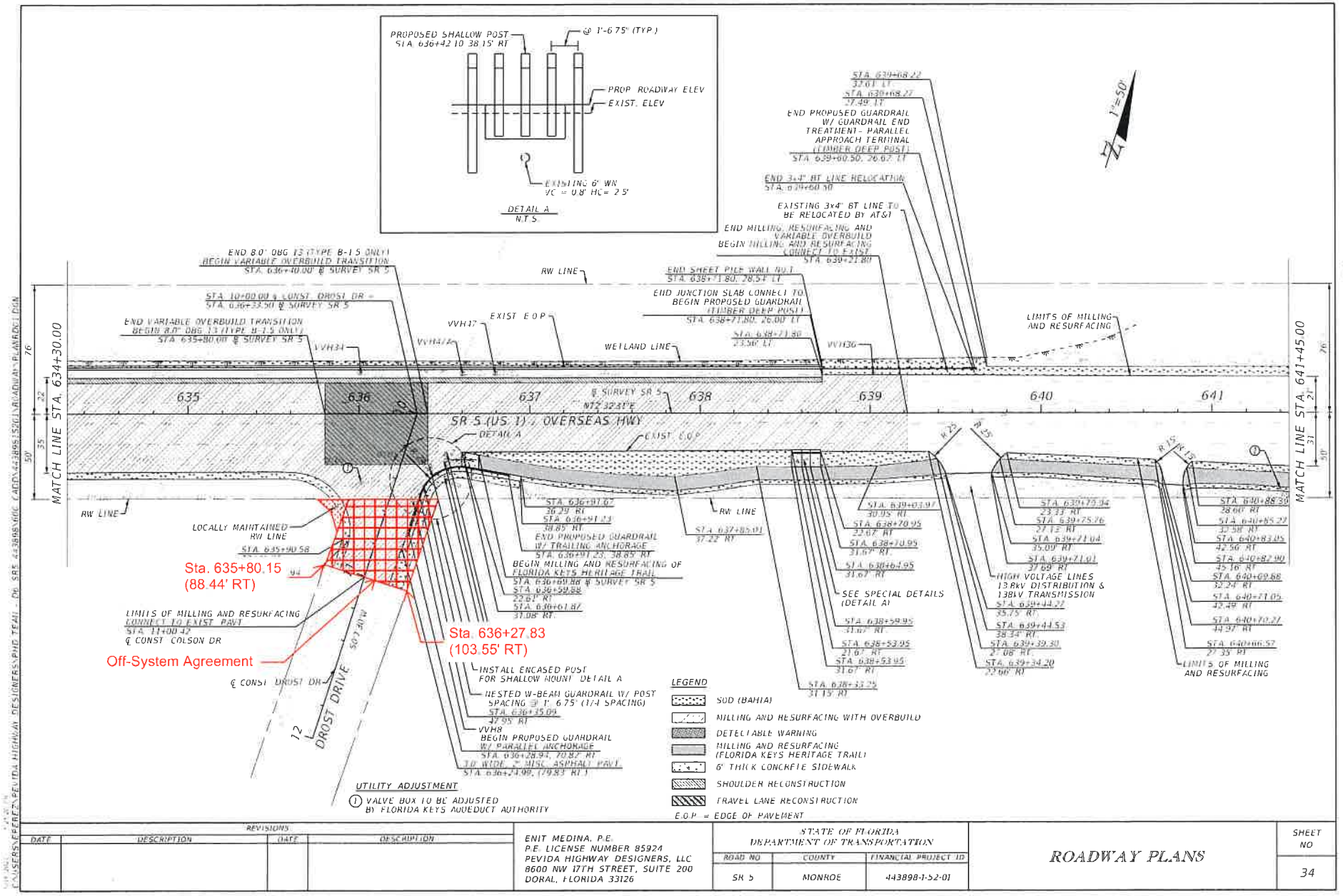
IN WITNESS WHEREOF, the Licensor has signed this the day and year as written above.

ATTEST:

KEVIN MADOK, CLERK

_____ By: _____
As Deputy Clerk Monroe County Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 10/18/23



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENIT MEDINA, P.E.
P.E. LICENSE NUMBER 85924
PEVIDA HIGHWAY DESIGNERS, LLC
8600 NW 17TH STREET, SUITE 200
DORAL, FLORIDA 33126

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

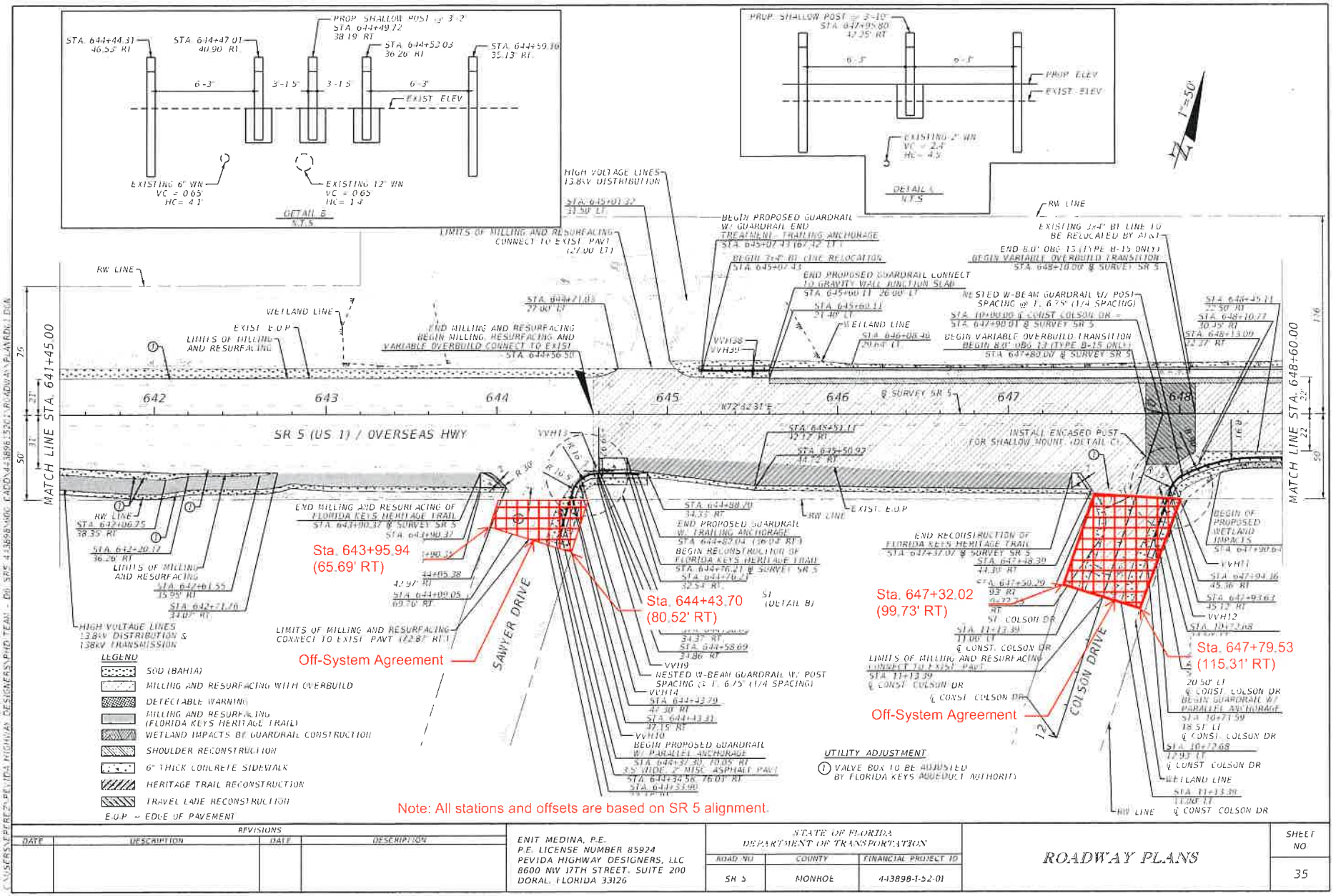
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	MONROE	443898-1-52-01

ROADWAY PLANS

SHEET NO. 34

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Attachment: Exhibit FM#443898 Cudjoe (FDOT License Agreements)



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENIT MEDINA, P.E.
P.E. LICENSE NUMBER 85924
PEVIDA HIGHWAY DESIGNERS, LLC
8600 NW 17TH STREET, SUITE 200
DORAL, FLORIDA 33126

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

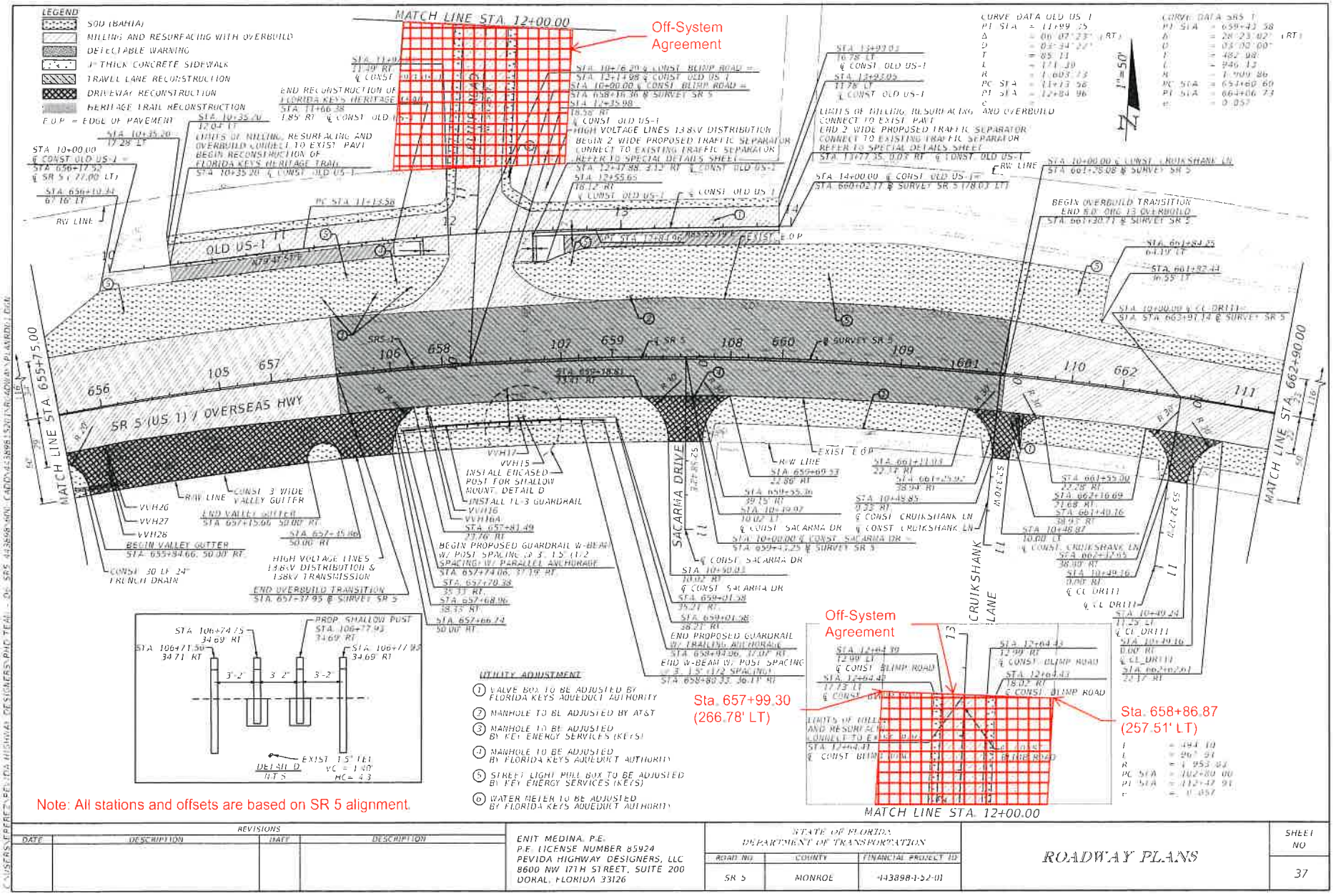
ROAD NO	COUNTY	FINANCIAL PROJECT ID
SR 5	MONROE	443898-1-52-01

ROADWAY PLANS

SHEET NO 35

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004 F.A.C.

Attachment: Exhibit FM#443898 Cudjoe (FDOT License Agreements)



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENIT MEDINA, P.E.
P.E. LICENSE NUMBER 85924
PEVIDA HIGHWAY DESIGNERS, LLC
8600 NW 17TH STREET, SUITE 200
DORAL, FLORIDA 33126

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	MONROE	443898-1-52-01

ROADWAY PLANS

SHEET NO. 37

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Attachment: Exhibit FM#443898 Cudjoe (FDOT License Agreements)

PROJECT FACT SHEET

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT

State Road (SR) 5/US 1/Overseas Highv
From Mile Marker (MM) 19.4 to MM 19.8 and MM 20.6 to MM 2
Project Identification Number: 443898-1-52

The Florida Department of Transportation (FDOT) is developing the design for a roadway improvement project along SR 5/US 1/Overseas Highway from MM 19.4 to MM 19.8 and MM 20.6 to MM 23.1 in Cudjoe Key and Sugarloaf Key, Monroe County.

PROJECT DETAILS

- Repaving and restriping the roadway SR 5/US 1/Overseas Highway and the Florida Keys Overseas Heritage Trail
- Raising the roadway
- Improving the guardrail
- Upgrading signage and pavement markings
- Widening the roadway shoulders in the areas where new barrier walls will be installed
- Improving drainage at isolated locations
- Trimming the mangroves encroaching the roadway

ESTIMATED PROJECT COST

$5.2 million

PROJECT DATES

Work is expected to begin in April 2022 and last about 16 months. Please note that the construction duration is subject to change.

MUNICIPALITIES IN PROJECT AREA

Monroe County

POSSIBLE EFFECTS DURING CONSTRUCTION

Work will be done in phases to reduce the effects of construction on the community. Vehicular and pedestrian traffic will be impacted.

MAINTENANCE OF TRAFFIC

During construction, temporary lane closures will occur during the daytime and will have impacts. Flaggers will be used to control traffic flow. The shared use path will be closed during repaving and restriping operations. Pedestrian and bicyclist access will be maintained within the existing roadway. Access to businesses will be maintained during construction.

Attachment: FACT SHEET (FDOT License Agreements)

FOR MORE INFORMATION

If you have any questions or comments, please contact FDOT Community Outreach Specialist Rodolfo Roman by telephone at 786-519-7160 or by email at Roman@iscprgroup.com.

Please let us know how you prefer to receive information about future projects (mail, email, or other). Your comments are important to us. Please visit our website: www.fdotmonroe.com. Thank you for your participation.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F8
2023-1712

BULK ITEM: Yes

DEPARTMENT: Facilities Maintenance

TIME APPROXIMATE:
N/A

STAFF CONTACT: Willie DeSantis

AGENDA ITEM WORDING: Approval to enter into an Agreement with Daikin Applied Americas Inc. ("Daikin Applied") to replace four (4) Air Handlers at the Stock Island Detention Center and two (2) Chillers at the Department of Juvenile Justice Building on Stock Island in the total amount of $908,241.44 utilizing an original contract through OMNIA Partners cooperative purchasing program with Cooperative Purchasing Contract Number R200401 between the Board of Directors of Region 4 Education Service Center (ESC) in Texas and Daikin Applied Americas Inc. effective October 1, 2020, with a renewed termination date of September 30, 2025. Facilities Maintenance Dept. will be utilizing this contract for the purchase with funding from America Rescue Plan Act sources.

ITEM BACKGROUND:
The Air Handlers at the Stock Island Detention Center and the Chillers at the Department of Juvenile Justice Building on Stock Island have outlived their lifespan. Staff has been working with our region's Daikin Applied Americas Inc. ("Daikin Applied") account manager to procure these items turnkey through the OMNIA Partners Cooperative purchasing program under Contract Number R200401 between the Board of Directors of Region 4 Education Service Center (ESC) in Texas and Daikin Applied Americas Inc. ("Contract Number R200401"). This Daikin Applied contract allows for HVAC Equipment, Installation, Services, and Related Products. These turnkey items include purchase, delivery, removal and disposal of old units, installation, piping, and electrical hook-up for the equipment.

A Request for Proposals was issued and Contract Number 200401 was subsequently entered into between the above parties with an initial term of three (3) years effective October 1, 2020, through September 30, 2023, with the option to renew for two (2) additional one-year periods. The contract was renewed on April 25, 2023, with a new expiration date of September 30, 2024. The underlying applicable RFP and Contract documents are attached. Staff seeks approval to utilize the Cooperative Purchasing Contract Number 200401 and enter into an Agreement with Daikin Applied to replace the air handlers for $412,000.00 and chillers for $496,241.44 as noted herein with funding from the American Rescue Plan Act funds for a total amount of $908,241.44.. The Agreement provides for any additional Federal provisions and/or ARPA provisions which are not included in the underlying Daikin Applied contract.

PREVIOUS RELEVANT BOCC ACTION:
None

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Monroe County Sheriff Office Jail AHU Replacement_ 10.5.23_ OMNIA 289961 .pdf
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS-Q-27285- 9.20.23_ OMNIA 286137(Last Version).pdf
OMNIA Public - Daikin Applied Pricing - Equipment and Labor (Master) - Updated Mod-19 (002).pdf
Daikin Applied COI.pdf
R200401_Daikin_ORIG_CONTRACT_2020_10_1.pdf
20-04_HVAC_RFP_SUPPORT DOCS.pdf
Contractor Agreement with Daikin Applied (proposed final legal stamped with exhibits).pdf

FINANCIAL IMPACT:

Effective Date: 11/8/23

Expiration Date: Upon Completion

Total Dollar Value of Contract: $908,241.44

Budgeted: Yes

Source of Funds: ARPA Fund 06068

CPI: No

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts: N/A

Revenue Producing: No **If yes, amount:**

Grant: ARPA Funded

County Match: N/A

Insurance Required: Yes (COI attached)

Additional Details: N/A

DAIKIN / OMNIA Public Sector Contract #: R200401

Proposal is in accordance with Region 4 ESC contract # R200401 available via Omnia Partners

OMNIA PUBLIC CERTIFIED PROPOSAL #:	R200401-FL- 289961
OMNIA MEMBERSHIP NAME:	Monroe County Board of County Commissioners
OMNIA MEMBERSHIP ID #:	4002530
PROJECT:	Monroe County Sheriff Office Jail- Ahu Replacement
DAIKIN SALES REP:	Vicente Ciliberti
DATE:	10.5.23

CONTRACT EQUIPMENT	DESCRIPTION	MODEL	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.	AHU	A1		$ 24,570.00	0.6800	$ 16,707.60
2.	AHU	A2		$ 24,570.00	0.6800	$ 16,707.60
3.	AHU	A3		$ 25,220.00	0.6800	$ 17,149.60
4.	AHU	A4		$ 33,500.00	0.6800	$ 22,780.00
5.				$ -	0.0000	$ -
6.				$ -	0.0000	$ -

CONTRACT PARTS	DESCRIPTION	PART #	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.				$ -	0.0000	$ -
2.				$ -	0.0000	$ -
3.				$ -	0.0000	$ -

CONTRACT LABOR	DESCRIPTION	OMNIA LABOR CLASSIFICATION	LABOR RATE / HR	HRS	OMNIA SELL PRICE
1.	Start Up Technician	HVAC Tech CAT 1	$ 183.86	610	$ 112,154.60
2.	Project Management	Project Management	$ 247.09	40	$ 9,883.60
3.	Forklift	Heavy Equipment Operator	$ 203.15	128	$ 26,003.20
4.	Crane	Heavy Equipment Operator	$ 203.15	32	$ 6,500.80
5.	MEP Engineering	Engineering Design	$ 247.09	184	$ 45,464.56
6.	Project Administration	Project Administrator	$ 320.29	40	$ 12,811.60
7.	Delivery Personnel	Delivery Personnel	$ 131.78	68	$ 8,961.04

MISC. MATERIAL & EXTRAS	DESCRIPTION	COST	OMNIA MARKUP	OMNIA SELL PRICE
1.	Materials for: Piping, Insulation, Ductwork, Salvage	$ 80,000.00	1.4000	$ 112,000.00
2.	Permit Runner	$ 6,000.00	1.4000	$ 8,400.00
3.	Risk, Warranty & Contingency	$ 13,624.16	1.0000	$ 13,624.16

NOTES:			
1.	OMNIA discount multipliers and markups are per Daikin Applied's	**TOTAL OMNIA SELL PRICE:**	**$ 429,148.36**
	OMNIA Public contract number R200401	**Additional to market value**	**$ (17,148.36)**
2.	Labor Rates are per Daikin Applied's OMNIA Public contract		
	number R200401 for South Florida	**PROPOSED SELL PRICE:**	**$ 412,000.00**
3.	Additional discount off of allowable OMNIA contract price is		
	offered at discretion of the Sales Rep		

DAIKIN APPLIED, OMNIA PUBLIC PROJECT QUOTE



OMNIA® PARTNERS

Monroe County Sheriff Jail - AHU Replacement - Turn Key

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
C/O MORGANTI GROUP INC KEY WEST INTERNATIONAL AIRPORT
KEY WEST, FL 33040

OMNIA Certified Quote #: R200401-FL-289961
OMNIA Membership ID: 4002530
Quote #: Q-28985

Prepared for:

Chrissy Collins
Building / Budget Administrator.
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
Quote Document Date: 10/05/23

Prepared by:

Vicente Ciliberti
SSR
Phone: 954 862 8500 EX 209 Mobile: 754 971 36 53
E-mail: vicente.ciliberti@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

1. Supply Daikin Two(2) AHU- A1/A2. Air Volume 5650 CFM. CAH013GDAM
2. Supply One(1) AHU-3 CAH013GDAM 5650 CFM.
3. Supply one(1) AHU-A4 10850 CFM CAH024GDAM.
4. Freight from the Equipment Above from the Factory to the facility is included.
5. Shut down disconnect existing (4) AHUS from existing electrical disconnect boxes.
6. We will disconnect existing AHUS from existing CW piping and ductwork connections.
7. Demo and dispose of existing (4) AHUS.
8. Install (4) AHUs.
9. New AHUS to be set in existing locations.
10. *Reconnect new AHUS to existing chill water lines, insulate CW connections to match existing*
11. *reconnect new AHUs to existing Supply and Return Ductwork*
12. *We include forklift/luell to set equipment in place.*
13. *We will start up and verify proper operation of new AHUS.*
14. *Project Management.*
15. *Discount of the engineering will be applicable if the MEP drawings are found and if the city approved this change out without presenting a new set of drawings.*
16. *Permit Runner. (Not the permit fees from the City)*

Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communications efforts.

©2023 **Daikin Applied**

Quote Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This Quote takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this Quote.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this Quote.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed Quote price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

©2023 **Daikin Applied**

OMNIA Pricing and Payments

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

DAIKIN / OMNIA Public Sector Contract #: R200401

Proposal is in accordance with Region 4 ESC contract # R200401 available via Omnia Partners

OMNIA PUBLIC CERTIFIED PROPOSAL #:	R200401-FL- 289961
OMNIA MEMBERSHIP NAME:	Monroe County Board of County Commissioners
OMNIA MEMBERSHIP ID #:	4002530
PROJECT:	Monroe County Sheriff Office Jail- Ahu Replacement
DAIKIN SALES REP:	Vicente Ciliberti
DATE:	10.5.23

CONTRACT EQUIPMENT	DESCRIPTION	MODEL	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.	AHU	A1		$ 24,570.00	0.6800	$ 16,707.60
2.	AHU	A2		$ 24,570.00	0.6800	$ 16,707.60
3.	AHU	A3		$ 25,220.00	0.6800	$ 17,149.60
4.	AHU	A4		$ 33,500.00	0.6800	$ 22,780.00
5.				$ -	0.0000	$ -
6.				$ -	0.0000	$ -

CONTRACT PARTS	DESCRIPTION	PART #	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.				$ -	0.0000	$ -
2.				$ -	0.0000	$ -
3.				$ -	0.0000	$ -

CONTRACT LABOR	DESCRIPTION	OMNIA LABOR CLASSIFICATION	LABOR RATE / HR	HRS	OMNIA SELL PRICE
1.	Start Up Technician	HVAC Tech CAT 1	$ 183.86	610	$ 112,154.60
2.	Project Management	Project Management	$ 247.09	40	$ 9,883.60
3.	Forklift	Heavy Equipment Operator	$ 203.15	128	$ 26,003.20
4.	Crane	Heavy Equipment Operator	$ 203.15	32	$ 6,500.80
5.	MEP Engineering	Engineering Design	$ 247.09	184	$ 45,464.56
6.	Project Administration	Project Administrator	$ 320.29	40	$ 12,811.60
7.	Delivery Personnel	Delivery Personnel	$ 131.78	68	$ 8,961.04

MISC. MATERIAL & EXTRAS	DESCRIPTION	COST	OMNIA MARKUP	OMNIA SELL PRICE
1.	Materials for: Piping, Insulation, Ductwork, Salvage	$ 80,000.00	1.4000	$ 112,000.00
2.	Permit Runner	$ 6,000.00	1.4000	$ 8,400.00
3.	Risk, Warranty & Contingency	$ 13,624.16	1.0000	$ 13,624.16

NOTES:			
1.	OMNIA discount multipliers and markups are per Daikin Applied's OMNIA Public contract number R200401	TOTAL OMNIA SELL PRICE:	$ 429,148.36
		Additional to market value	$ (17,148.36)
2.	Labor Rates are per Daikin Applied's OMNIA Public contract number R200401 for South Florida	PROPOSED SELL PRICE:	$ 412,000.00
3.	Additional discount off of allowable OMNIA contract price is offered at discretion of the Sales Rep		

$412,000.00 (Four Hundred Twelve Thousand Dollars and Zero cents)

Price does not include applicable sales tax

Quote, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611) shall govern this Quote and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

©2023 **Daikin Applied**

DAIKIN / OMNIA Public Sector Contract #: R200401

Proposal is in accordance with Region 4 ESC contract # R200401 available via Omnia Partners

OMNIA PUBLIC CERTIFIED PROPOSAL #:	R200401-FI-286137
OMNIA MEMBERSHIP NAME:	Monroe County Board of Commissioners
OMNIA MEMBERSHIP ID #:	4002530
PROJECT:	Key West Jail TK Chiller Replacement
DAIKIN SALES REP:	Vincente Ciliberti
DATE:	9.18.23

CONTRACT EQUIPMENT	DESCRIPTION	MODEL	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.	Trailblazer Air Cooled Scroll Chillers	AGZ076E	2	$ 171,558.00	0.4800	$ 164,695.68
2.				$ -	0.0000	$ -
3.				$ -	0.0000	$ -
4.				$ -	0.0000	$ -
5.				$ -	0.0000	$ -
6.				$ -	0.0000	$ -

CONTRACT PARTS	DESCRIPTION	PART #	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.				$ -	0.0000	$ -
2.				$ -	0.0000	$ -
3.				$ -	0.0000	$ -
4.				$ -	0.0000	$ -
5.				$ -	0.0000	$ -
6.				$ -	0.0000	$ -

CONTRACT LABOR	DESCRIPTION	OMNIA LABOR CLASSIFICATION	LABOR RATE / HR	HRS	OMNIA SELL PRICE
1.	Start Up Technician	HVAC Commercial Tech 1	$ 183.86	24	$ 4,412.64
2.	Project Manager	Project Management	$ 247.09	20	$ 4,941.80
3.	Mechanical Installation	HVAC Commercial Tech 1	$ 183.86	340	$ 62,512.40
4.	Insulations	Insulators	$ 186.68	360	$ 67,204.80
5.	Crane/Rigging	Heavy Machinery Operator	$ 203.15	136	$ 27,628.40
6.	Project Engineering	Project Engineer	$ 228.77	36	$ 8,235.72
7.	Electrical	Electrician	$ 192.17	260	$ 49,964.20
8.	Per Diem - 3 weeks, 6 persons	Per Diem	$ 366.05	90	$ 32,944.50
9.	Delivery Personnel		$ 131.78	46	$ 6,061.88
10.			$ -	0	$ -

MISC. MATERIAL & EXTRAS	DESCRIPTION	COST	OMNIA MARKUP	OMNIA SELL PRICE
1.	Risk, Warranty, and Contingency	$ 48,000.00	1.0000	$ 48,000.00
2.	Subcontractor Materials - Electrical, Insulation	$ 21,800.00	1.4000	$ 30,520.00
3.		$ -	0.0000	$ -
4.		$ -	0.0000	$ -
5.		$ -	0.0000	$ -
6.		$ -	0.0000	$ -
7.		$ -	0.0000	$ -
8.		$ -	0.0000	$ -
9.		$ -	0.0000	$ -
10.		$ -	0.0000	$ -

NOTES:

1. OMNIA discount multipliers and markups are per Daikin Applied's OMNIA Public contract number R200401
2. Labor Rates are per Daikin Applied's OMNIA Public contract number R200401 for South Florida
3. Additional discount off of allowable OMNIA contract price is offered at discretion of the Sales Rep

TOTAL OMNIA SELL PRICE:	**$ 507,122.02**
Additional to market value	**$ (10,880.58)**
PROPOSED SELL PRICE:	**$ 496,241.44**

DAIKIN APPLIED, OMNIA PUBLIC PROJECT QUOTE



OMNIA®
PARTNERS

MOUNROE COUNTY BOARD OF COMMISIONERS - STOCK ISLAND DJJ BUILDING CHILLERS REPLACEMENT - TURN KEY-Cloned 2023-09-12 3:42PM

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
C/O MORGANTI GROUP INC KEY WEST INTERNATIONAL AIRPORT
KEY WEST, FL 33040

OMNIA Certified Quote #: R200401-FL-286137
OMNIA Membership ID: 4002530
Quote #: Q-27285

Prepared for:

Chrissy Collins
Building / Budget Administrator.
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
Quote Document Date: 09/18/23

Prepared by:

Vicente Ciliberti
SSR
Phone: 954 862 8500 Mobile: 754 971 36 53
E-mail: vicente.ciliberti@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Equipment.

1. Provide two (2) AGZ chillers model AGZ076E, Capacity 80 nominal tons. Voltage 460 V /60 Hz / 3ph. Lead time 37-38 Weeks.
2. Freight it is included from Miami to the DJJ Building Facility
3. Microchannel Coil with Epoxy Coating.
4. Communication BACnet 4.
5. Entire unit, extended warranty 4 years parts and labor. Five (5) years in total.

Mechanical Installation.

1. Shutdown of the old chiller and recover refrigerant per EPA (Environmental Protection Agency) guidelines.
2. Disconnect electrical power wiring and lockout tags. Uninstall the two (2) Air Cooled Chillers Carrier models (30XAB0806R). Include the unit's movement outside the roof in an area previously agreed on the floor.
3. Final Disposal of the two (2) old Carrier units outside the DJJ Facility Center
4. Installation of two (2) Daikin Scroll chiller - 80 ton. 460V/3/60.
5. This project is being considered to replace one (1) chiller at time. This is to avoid the nuisance of leaving the area with no AC and having to relocate the personnel inside. We are considering that the shut off valves that isolate the chillers are in good condition. In case these valves do not work properly, we will have to drain the building and install these shutoff valves. This would leave the building without A/C for approximately two (2) days. *Price to install new shutoff valves in not included in this proposal and would be quoted separately if required.*
6. New piping and its insulation, up to a maximum of 7 feet, will be installed to connect the new Daikin chillers to the existing hydronic system.
7. Crane and rigging - chillers will be installed one at a time, so there will be two crane movements. We include the crane and personal. We are considering the crane to be positioned in the parking lot of the building next to the work area. As this Parking lot is inside the facility MOT with the city is not included.
8. Startup of the two (2) chillers by Daikin technicians.
9. Permit runner is included if permits need to be pulled. The Permit cost with the city it is not included in this proposal. Permit charges will be handled separately.

Electrical Installation.

1. Remove the existing disconnect switch (3 ph., 480V, 250 amp) and all the associated material currently feeding the A/C Chillers units on the roof.
2. Supply and install new disconnect switch.
3. We are considering installing new wire conduit and terminating electrical connections.
4. The panels that feed power to the 480v disconnects on the roof are inside the building and do not need to be replaced.
5. The time to install the new disconnect chiller per unit will take 2 or 3 days for each chiller team after the chillers have been installed.

Control Installation.

1. Control Reinstallation by Other. In the walkthrough held on 08/16/23 it was determined that the controls installation will be done by Siemens and will be contacted directly by the customer.
2. The four (4) start up chiller control disconnects are not included in this proposal.

Engineering

1. This project is considered as a maintenance project. We are not including engineering design, including Mechanical, Electrical, Plumbing. Existing drawings will be used. If a new set of drawings are required for the project, we will have to include the services of an engineering firm with an additional investment value of $ 25,000. This amount is not included in the current proposal.

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Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communications efforts.

Quote Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This Quote takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this Quote.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this Quote.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed Quote price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

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OMNIA Pricing and Payments

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

$496,241.44 (Four Hundred Ninety Six Thousand, Two Hundred Forty One dollars and Forty Four cents)

Price does not include applicable sales tax

DAIKIN

DAIKIN / OMNIA Public Sector Contract #: R200401

OMNIA PARTNERS

Proposal is in accordance with Region 4 ESC contract # R200401 available via Omnia Partners

OMNIA PUBLIC CERTIFIED PROPOSAL #:	R200401-FI-286137
OMNIA MEMBERSHIP NAME:	Monroe County Board of Commissioners
OMNIA MEMBERSHIP ID #:	4002530
PROJECT:	Key West Jail TK Chiller Replacement
DAIKIN SALES REP:	Vincente Ciliberti
DATE:	9.18.23

CONTRACT EQUIPMENT	DESCRIPTION	MODEL	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.	Trailblazer Air Cooled Scroll Chillers	AGZ076E	2	$ 171,558.00	0.4800	$ 164,695.68
2.				$ -	0.0000	$ -
3.				$ -	0.0000	$ -
4.				$ -	0.0000	$ -
5.				$ -	0.0000	$ -
6.				$ -	0.0000	$ -

CONTRACT PARTS	DESCRIPTION	PART #	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.				$ -	0.0000	$ -
2.				$ -	0.0000	$ -
3.				$ -	0.0000	$ -
4.				$ -	0.0000	$ -
5.				$ -	0.0000	$ -
6.				$ -	0.0000	$ -

CONTRACT LABOR	DESCRIPTION	OMNIA LABOR CLASSIFICATION	LABOR RATE / HR	HRS	OMNIA SELL PRICE
1.	Start Up Technician	HVAC Commercial Tech 1	$ 183.86	24	$ 4,412.64
2.	Project Manager	Project Management	$ 247.09	20	$ 4,941.80
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5.	Crane/Rigging	Heavy Machinery Operator	$ 203.15	136	$ 27,628.40
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7.	Electrical	Electrician	$ 192.17	260	$ 49,964.20
8.	Per Diem - 3 weeks, 6 persons	Per Diem	$ 366.05	90	$ 32,944.50
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10.			$ -	0	$ -

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2.	Subcontractor Materials - Electrical, Insulation	$ 21,800.00	1.4000	$ 30,520.00
3.		$ -	0.0000	$ -
4.		$ -	0.0000	$ -
5.		$ -	0.0000	$ -
6.		$ -	0.0000	$ -
7.		$ -	0.0000	$ -
8.		$ -	0.0000	$ -
9.		$ -	0.0000	$ -
10.		$ -	0.0000	$ -

NOTES:		TOTAL OMNIA SELL PRICE:	$ 507,122.02
1.	OMNIA discount multipliers and markups are per Daikin Applied's OMNIA Public contract number R200401	Additional to market value	$ (10,880.58)
2.	Labor Rates are per Daikin Applied's OMNIA Public contract number R200401 for South Florida	PROPOSED SELL PRICE:	$ 496,241.44
3.	Additional discount off of allowable OMNIA contract price is offered at discretion of the Sales Rep		

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Quote, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611) shall govern this Quote and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion
*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

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Region	SC	SE	SC	SE	West	CANE	SE	SE	NC	NC	NC	SE	NC
Labor Classification	**Albuquerque**	**Atlanta**	**Austin Center**	**Birmingham**	**Boise**	**Boston**	**Charlotte**	**Knoxville**	**Chicago**	**Cincinnati**	**Cleveland**	**Columbia**	**Columbus**
Per Diem Rate (per day per person Continental U.S.)	$ 320.29	$ 247.09	$ 274.53	$ 168.38	$ 320.29	$ 457.56	$ 320.29	$ 274.53	$ 183.03	$ 274.53	$ 274.53	$ 320.29	$ 274.53
Architectural	$ 347.74	$ 512.46	$ 503.32	$ 512.46	$ 274.53	$ 640.58	$ 366.05	$ 457.56	$ 219.63	$ 503.32	$ 366.05	$ 366.05	$ 503.32
Asbestos Worker	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Boilermaker	$ 199.50	$ 204.07	$ 219.63	$ 204.07	$ 155.57	$ 247.09	$ 179.36	$ 173.87	$ 267.21	$ 157.40	$ 147.51	$ 179.36	$ 157.40
Bricklayers; Masons	$ 120.79	$ 155.57	$ 139.09	$ 155.57	$ 100.66	$ 137.27	$ 135.44	$ 137.27	$ 118.97	$ 139.09	$ 117.44	$ 135.44	$ 139.09
Carpenter/Case worker	$ 128.13	$ 161.06	$ 133.60	$ 161.06	$ 100.66	$ 118.97	$ 129.95	$ 128.12	$ 228.77	$ 133.60	$ 120.34	$ 129.95	$ 133.60
Carpet Layers/Floor Installer	$ 95.39	$ 124.46	$ 120.79	$ 124.46	$ 73.21	$ 82.36	$ 117.14	$ 128.12	$ 164.72	$ 120.79	$ 111.18	$ 117.14	$ 120.79
Delivery personnel	$ 73.21	$ 128.12	$ 109.81	$ 128.12	$ 64.06	$ 109.81	$ 109.81	$ 109.81	$ 199.50	$ 109.81	$ 109.81	$ 109.81	$ 109.81
Drafting	$ 247.09	$ 439.26	$ 430.10	$ 439.26	$ 73.21	$ 329.44	$ 265.39	$ 183.03	$ 201.33	$ 439.26	$ 120.34	$ 265.39	$ 439.26
Drywall Installers; Ceiling Installers	$ 105.93	$ 146.42	$ 140.93	$ 146.42	$ 109.81	$ 100.66	$ 142.76	$ 137.27	$ 197.66	$ 140.93	$ 112.78	$ 142.76	$ 140.93
Electricians	$ 169.11	$ 173.87	$ 166.55	$ 173.87	$ 219.63	$ 292.83	$ 195.84	$ 192.17	$ 219.63	$ 166.55	$ 138.64	$ 195.84	$ 166.55
Elevator Mechanics	$ 658.89	$ 241.59	$ 265.39	$ 241.59	$ 237.93	$ 430.10	$ 201.33	$ 183.03	$ 247.09	$ 384.35	$ 193.55	$ 201.33	$ 384.35
Engineering Design	$ 329.44	$ 503.32	$ 490.50	$ 503.32	$ 292.83	$ 457.56	$ 256.23	$ 320.29	$ 329.44	$ 490.50	$ 301.99	$ 256.23	$ 490.50
Energy Engineer	$ 311.14	$ 221.46	$ 274.53	$ 221.46	$ 164.72	$ 329.44	$ 256.23	$ 320.29	$ 274.53	$ 228.77	$ 228.77	$ 256.23	$ 228.77
Glaziers	$ 91.51	$ 155.57	$ 133.60	$ 155.57	$ 100.66	$ 118.97	$ 140.93	$ 137.27	$ 181.19	$ 133.60	$ 119.92	$ 140.93	$ 133.60
Heavy Equipment Operators	$ 233.37	$ 153.74	$ 120.79	$ 153.74	$ 109.81	$ 164.72	$ 128.12	$ 137.27	$ 274.53	$ 120.79	$ 155.57	$ 128.12	$ 120.79
Helper	$ 62.22	$ 109.81	$ 109.81	$ 109.81	$ 91.51	$ 82.36	$ 107.98	$ 109.81	$ 155.57	$ 109.81	$ 109.81	$ 107.98	$ 109.81
HVAC Helper (CAT 3)	$ 126.54	$ 114.64	$ 139.51	$ 111.39	$ 142.76	$ 191.43	$ 99.50	$ 97.34	$ 163.31	$ 122.21	$ 124.37	$ 124.37	$ 118.97
HVAC Light Commercial (CAT 2)	$ 127.62	$ 128.70	$ 139.51	$ 128.70	$ 142.76	$ 202.24	$ 131.94	$ 120.05	$ 187.10	$ 136.27	$ 135.19	$ 146.00	$ 137.35
HVAC Commercial AC Technician (CAT 1)	$ 153.57	$ 161.14	$ 173.04	$ 161.14	$ 186.02	$ 223.87	$ 161.14	$ 149.25	$ 203.32	$ 180.61	$ 162.23	$ 167.63	$ 181.69
HVAC Field Supervisor (CAT 4)	$ 182.77	$ 194.67	$ 194.67	$ 194.67	$ 272.54	$ 247.66	$ 194.67	$ 184.94	$ 214.14	$ 218.46	$ 210.89	$ 196.83	$ 214.14
HVAC Refrigeration technician	$ 190.34	$ 239.76	$ 265.39	$ 239.76	$ 158.07	$ 283.69	$ 248.91	$ 228.77	$ 269.04	$ 265.39	$ 265.39	$ 243.42	$ 265.39
HVAC Duct installer	$ 161.06	$ 239.76	$ 144.59	$ 239.76	$ 158.07	$ 283.69	$ 146.42	$ 183.03	$ 230.61	$ 150.08	$ 144.13	$ 146.42	$ 150.08
HVAC Filter technician	$ 78.52	$ 173.87	$ 115.30	$ 173.87	$ 118.97	$ 270.88	$ 113.47	$ 137.27	$ 184.85	$ 115.30	$ 115.30	$ 113.47	$ 115.30
HVAC Building Automation Technician	$ 234.27	$ 239.76	$ 237.93	$ 239.76	$ 158.07	$ 283.69	$ 228.77	$ 237.93	$ 269.04	$ 237.93	$ 237.93	$ 228.77	$ 237.93
Infrared Technician	$ 198.65	$ 256.23	$ 237.93	$ 256.23	$ 173.87	$ 301.99	$ 172.04	$ 228.77	$ 201.33	$ 237.93	$ 210.47	$ 172.04	$ 237.93
Insulators	$ 102.86	$ 183.03	$ 173.87	$ 183.03	$ 137.27	$ 177.53	$ 142.76	$ 164.72	$ 181.19	$ 173.87	$ 136.38	$ 142.76	$ 173.87
Ironworkers	$ 156.43	$ 183.03	$ 173.87	$ 183.03	$ 155.57	$ 219.63	$ 168.38	$ 183.03	$ 274.53	$ 173.87	$ 133.15	$ 168.38	$ 173.87
Laborers	$ 69.95	$ 133.60	$ 109.81	$ 133.60	$ 91.51	$ 109.81	$ 104.33	$ 109.81	$ 219.63	$ 109.81	$ 102.04	$ 104.33	$ 109.81
Lathers	$ 69.55	$ 135.44	$ 126.28	$ 135.44	$ 109.81	$ 183.03	$ 122.63	$ 131.78	$ 201.33	$ 126.28	$ 108.44	$ 122.63	$ 126.28
Light Equipment Operators	$ 102.49	$ 122.63	$ 109.81	$ 122.63	$ 100.66	$ 118.97	$ 107.98	$ 128.12	$ 175.71	$ 109.81	$ 150.08	$ 107.98	$ 109.81
Metal Building Assembler	$ 97.22	$ 155.57	$ 144.59	$ 155.57	$ 109.81	$ 183.03	$ 148.25	$ 146.42	$ 201.33	$ 144.59	$ 144.59	$ 148.25	$ 144.59
Millwrights	$ 97.00	$ 366.05	$ 345.91	$ 366.05	$ 155.57	$ 585.67	$ 151.91	$ 274.53	$ 201.33	$ 345.91	$ 141.70	$ 151.91	$ 345.91
Operating Engineer	$ 168.38	$ 377.02	$ 265.39	$ 377.02	$ 137.27	$ 146.42	$ 166.55	$ 164.72	$ 219.63	$ 210.47	$ 210.47	$ 166.55	$ 210.47
Painters/Wall Covering Installers	$ 82.36	$ 133.60	$ 126.28	$ 133.60	$ 100.66	$ 100.66	$ 124.46	$ 128.12	$ 155.57	$ 126.28	$ 108.44	$ 124.46	$ 126.28
Pipefitters	$ 161.06	$ 194.01	$ 157.40	$ 194.01	$ 158.07	$ 183.03	$ 155.57	$ 210.47	$ 280.02	$ 157.40	$ 147.51	$ 155.57	$ 157.40
Plasterers	$ 76.87	$ 139.09	$ 133.60	$ 139.09	$ 118.97	$ 137.27	$ 135.44	$ 137.27	$ 173.87	$ 133.60	$ 108.44	$ 135.44	$ 133.60
Plumbers	$ 164.72	$ 219.63	$ 157.40	$ 219.63	$ 158.07	$ 292.83	$ 159.23	$ 183.03	$ 228.77	$ 157.40	$ 141.88	$ 159.23	$ 157.40
Project Manager	$ 135.99	$ 219.63	$ 186.68	$ 219.63	$ 158.07	$ 183.03	$ 192.17	$ 228.77	$ 298.33	$ 186.68	$ 247.09	$ 192.17	$ 186.68
Project Administrator	$ 87.85	$ 146.42	$ 142.76	$ 146.42	$ 118.97	$ 137.27	$ 162.89	$ 144.59	$ 173.87	$ 142.76	$ 247.09	$ 162.89	$ 142.76
Project Engineering	$ 329.44	$ 439.26	$ 430.10	$ 439.26	$ 228.77	$ 457.56	$ 338.59	$ 384.35	$ 320.29	$ 430.10	$ 228.77	$ 338.59	$ 430.10
Refrigeration Technician	$ 190.34	$ 228.77	$ 219.63	$ 228.77	$ 158.07	$ 283.69	$ 214.14	$ 219.63	$ 269.04	$ 219.63	$ 228.77	$ 214.14	$ 219.63
Refrigeration Supervisor	$ 219.63	$ 274.53	$ 265.39	$ 274.53	$ 158.07	$ 384.35	$ 234.27	$ 265.39	$ 300.15	$ 265.39	$ 265.39	$ 234.27	$ 265.39
Roofers	$ 82.36	$ 131.78	$ 120.79	$ 131.78	$ 118.97	$ 146.42	$ 124.46	$ 137.27	$ 201.33	$ 128.12	$ 125.83	$ 124.46	$ 128.12
Sheet Metal Workers	$ 168.38	$ 219.63	$ 157.40	$ 219.63	$ 158.07	$ 283.69	$ 148.25	$ 173.87	$ 281.85	$ 157.40	$ 144.13	$ 148.25	$ 157.40
Sprinkler Fitters	$ 129.95	$ 164.72	$ 157.40	$ 164.72	$ 173.87	$ 274.53	$ 161.06	$ 173.87	$ 274.53	$ 157.40	$ 142.30	$ 161.06	$ 157.40
Terrazzo Workers	$ 106.16	$ 146.42	$ 128.12	$ 146.42	$ 118.97	$ 146.42	$ 129.95	$ 128.12	$ 201.33	$ 128.12	$ 131.32	$ 129.95	$ 128.12
Test & Balance Technician	$ 179.36	$ 256.23	$ 219.63	$ 256.23	$ 155.57	$ 250.74	$ 210.47	$ 219.63	$ 237.93	$ 219.63	$ 210.93	$ 210.47	$ 219.63
Tile Setters	$ 76.87	$ 128.12	$ 120.79	$ 128.12	$ 100.66	$ 118.97	$ 122.63	$ 128.12	$ 173.87	$ 120.79	$ 113.94	$ 122.63	$ 120.79
Water proofers/Caulkers	$ 65.89	$ 137.27	$ 120.79	$ 137.27	$ 109.81	$ 120.79	$ 117.14	$ 128.12	$ 155.57	$ 120.79	$ 132.98	$ 117.14	$ 120.79
Water Treatment Technician	$ 164.72	$ 164.72	$ 155.57	$ 164.72	$ 82.36	$ 204.98	$ 161.06	$ 155.57	$ 201.33	$ 155.57	$ 129.07	$ 161.06	$ 155.57
Per Diem Rate (per day per person Alaska)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per Diem Rate (per day per person Hawaii)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Note: Table depicts Standard rates. 2nd Shift Labor - 1.15X. Overtime = 1.5X. Double-time = 2.0X.

Region	SC	CANE	West	NC	NC	SE	NC	West	SE	SE	SC	NC	SE
Labor Classification	**Dallas**	**Danbury**	**Denver**	**Detroit**	**Des Moines**	**Disney**	**Fargo**	**Fresno**	**Ft. Myers**	**Greensboro**	**Houston**	**Indianapolis**	**Jackson**
Per Diem Rate (per day per person Continental U.S.)	$ 274.53	$ 299.49	$ 320.29	$ 366.05	$ 274.53	$ 448.40	$ 102.49	$ 274.53	$ 274.53	$ 274.53	$ 274.53	$ 366.05	$ 274.53
Architectural	$ 503.32	$ 402.65	$ 347.74	$ 228.77	$ 503.32	$ 292.83	$ 228.77	$ 292.83	$ 494.16	$ 503.32	$ 503.32	$ 320.29	$ 503.32
Asbestos Worker	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Boilermaker	$ 219.63	$ 220.54	$ 201.33	$ 164.72	$ 247.09	$ 192.17	$ 219.63	$ 269.04	$ 183.03	$ 274.53	$ 219.63	$ 181.19	$ 173.87
Bricklayers; Masons	$ 146.42	$ 228.77	$ 124.46	$ 162.89	$ 139.09	$ 183.03	$ 97.00	$ 215.96	$ 137.27	$ 155.57	$ 146.42	$ 124.46	$ 139.09
Carpenter/Case worker	$ 137.27	$ 195.84	$ 124.46	$ 197.66	$ 133.60	$ 100.66	$ 155.57	$ 249.83	$ 131.78	$ 155.57	$ 137.27	$ 184.85	$ 133.60
Carpet Layers/Floor Installer	$ 128.12	$ 195.84	$ 100.66	$ 153.74	$ 120.79	$ 155.57	$ 128.12	$ 184.49	$ 113.47	$ 118.97	$ 128.12	$ 120.79	$ 120.79
Delivery personnel	$ 118.97	$ 219.63	$ 69.55	$ 131.78	$ 109.81	$ 128.12	$ 183.03	$ 183.03	$ 91.51	$ 118.97	$ 118.97	$ 109.81	$ 109.81
Drafting	$ 439.26	$ 256.23	$ 256.23	$ 137.27	$ 430.10	$ 146.42	$ 150.08	$ 292.83	$ 409.97	$ 448.40	$ 439.26	$ 137.27	$ 430.10
Drywall Installers; Ceiling Installers	$ 137.27	$ 195.84	$ 102.49	$ 137.27	$ 140.93	$ 146.42	$ 137.27	$ 238.30	$ 137.27	$ 155.57	$ 137.27	$ 135.44	$ 140.93
Electricians	$ 173.87	$ 332.19	$ 201.33	$ 192.17	$ 166.55	$ 128.12	$ 192.17	$ 207.54	$ 164.72	$ 173.87	$ 173.87	$ 155.57	$ 166.55
Elevator Mechanics	$ 265.39	$ 281.85	$ 391.00	$ 173.87	$ 265.39	$ 640.58	$ 192.17	$ 337.49	$ 219.63	$ 219.63	$ 265.39	$ 221.46	$ 183.03
Engineering Design	$ 494.16	$ 347.74	$ 329.44	$ 247.09	$ 490.50	$ 292.83	$ 320.29	$ 292.83	$ 494.16	$ 503.32	$ 494.16	$ 274.53	$ 490.50
Energy Engineer	$ 301.99	$ 347.74	$ 301.99	$ 247.09	$ 256.23	$ 292.83	$ 256.23	$ 292.83	$ 247.09	$ 503.32	$ 301.99	$ 228.77	$ 320.29
Glaziers	$ 137.27	$ 194.48	$ 91.51	$ 148.25	$ 133.60	$ 137.27	$ 137.27	$ 211.40	$ 128.12	$ 155.57	$ 137.27	$ 118.97	$ 133.60
Heavy Equipment Operators	$ 124.46	$ 219.63	$ 204.98	$ 203.15	$ 120.79	$ 228.77	$ 155.57	$ 242.14	$ 118.97	$ 128.12	$ 124.46	$ 201.33	$ 120.79
Helper	$ 118.97	$ 164.72	$ 82.36	$ 137.27	$ 109.81	$ 100.66	$ 118.97	$ 183.03	$ 100.66	$ 118.97	$ 118.97	$ 137.27	$ 109.81
HVAC Helper (CAT 3)	$ 124.37	$ 180.61	$ 140.60	$ 144.92	$ 117.88	$ 113.56	$ 129.78	$ 167.63	$ 109.23	$ 112.48	$ 113.56	$ 126.54	$ 99.50
HVAC Light Commercial (CAT 2)	$ 147.08	$ 206.57	$ 142.76	$ 144.92	$ 139.51	$ 154.65	$ 148.17	$ 178.45	$ 122.21	$ 143.84	$ 148.17	$ 139.51	$ 99.50
HVAC Commercial AC Technician (CAT 1)	$ 183.86	$ 228.20	$ 188.18	$ 201.16	$ 161.14	$ 157.90	$ 167.63	$ 200.08	$ 155.74	$ 166.55	$ 165.47	$ 186.02	$ 140.60
HVAC Field Supervisor (CAT 4)	$ 216.30	$ 250.91	$ 214.14	$ 241.17	$ 193.59	$ 189.26	$ 199.00	$ 311.47	$ 202.24	$ 213.06	$ 200.08	$ 207.65	$ 162.23
HVAC Refrigeration technician	$ 265.39	$ 280.02	$ 237.93	$ 210.47	$ 265.39	$ 164.72	$ 225.12	$ 281.85	$ 252.57	$ 265.39	$ 265.39	$ 201.33	$ 210.47
HVAC Duct installer	$ 155.57	$ 280.02	$ 174.94	$ 192.17	$ 144.59	$ 128.12	$ 248.91	$ 252.57	$ 150.08	$ 146.42	$ 155.57	$ 190.34	$ 144.59
HVAC Filter technician	$ 146.42	$ 280.02	$ 202.99	$ 161.06	$ 115.30	$ 118.97	$ 203.15	$ 252.57	$ 100.66	$ 118.97	$ 146.42	$ 115.30	$ 115.30
HVAC Building Automation Technician	$ 283.69	$ 311.14	$ 271.20	$ 234.27	$ 237.93	$ 283.69	$ 248.91	$ 252.57	$ 256.23	$ 265.39	$ 283.69	$ 234.27	$ 237.93
Infrared Technician	$ 256.23	$ 311.14	$ 168.38	$ 228.77	$ 237.93	$ 256.23	$ 146.42	$ 184.49	$ 245.25	$ 247.09	$ 256.23	$ 201.33	$ 237.93
Insulators	$ 179.36	$ 236.36	$ 100.66	$ 186.68	$ 173.87	$ 95.17	$ 155.57	$ 242.14	$ 179.36	$ 173.87	$ 179.36	$ 181.19	$ 173.87
Ironworkers	$ 173.87	$ 235.04	$ 192.17	$ 215.96	$ 173.87	$ 219.63	$ 248.91	$ 203.70	$ 179.36	$ 173.87	$ 173.87	$ 148.25	$ 173.87
Laborers	$ 118.97	$ 164.17	$ 64.06	$ 139.09	$ 109.81	$ 100.66	$ 190.34	$ 180.64	$ 100.66	$ 118.97	$ 118.97	$ 107.98	$ 109.81
Lathers	$ 126.28	$ 195.84	$ 91.51	$ 173.87	$ 126.28	$ 173.87	$ 155.57	$ 238.30	$ 126.28	$ 128.12	$ 126.28	$ 173.87	$ 126.28
Light Equipment Operators	$ 118.97	$ 219.63	$ 118.97	$ 173.87	$ 109.81	$ 173.87	$ 142.76	$ 237.93	$ 118.97	$ 118.97	$ 118.97	$ 173.87	$ 109.81
Metal Building Assembler	$ 146.42	$ 311.14	$ 124.46	$ 161.06	$ 144.59	$ 201.33	$ 155.57	$ 274.53	$ 146.42	$ 146.42	$ 146.42	$ 144.59	$ 144.59
Millwrights	$ 366.05	$ 198.94	$ 146.42	$ 168.38	$ 345.91	$ 173.87	$ 164.72	$ 249.83	$ 338.59	$ 347.74	$ 366.05	$ 135.44	$ 345.91
Operating Engineer	$ 265.39	$ 274.53	$ 168.38	$ 172.04	$ 210.47	$ 183.03	$ 210.47	$ 252.57	$ 172.04	$ 133.60	$ 265.39	$ 133.60	$ 164.72
Painters/Wall Covering Installers	$ 131.78	$ 192.43	$ 118.97	$ 135.44	$ 126.28	$ 118.97	$ 100.66	$ 165.27	$ 109.81	$ 137.27	$ 131.78	$ 113.47	$ 126.28
Pipefitters	$ 179.36	$ 245.73	$ 192.17	$ 204.98	$ 157.40	$ 164.72	$ 248.91	$ 228.77	$ 146.42	$ 164.72	$ 179.36	$ 148.25	$ 157.40
Plasterers	$ 155.57	$ 219.63	$ 100.66	$ 139.09	$ 133.60	$ 146.42	$ 109.81	$ 195.84	$ 128.12	$ 137.27	$ 155.57	$ 113.47	$ 133.60
Plumbers	$ 168.38	$ 245.73	$ 192.17	$ 199.50	$ 157.40	$ 219.63	$ 201.33	$ 245.98	$ 155.57	$ 173.87	$ 168.38	$ 148.25	$ 157.40
Project Manager	$ 237.93	$ 311.14	$ 155.57	$ 247.09	$ 186.68	$ 274.53	$ 292.83	$ 292.83	$ 192.17	$ 201.33	$ 237.93	$ 247.09	$ 186.68
Project Administrator	$ 155.57	$ 311.14	$ 100.66	$ 320.29	$ 142.76	$ 164.72	$ 137.27	$ 183.03	$ 146.42	$ 155.57	$ 155.57	$ 247.09	$ 142.76
Project Engineering	$ 457.56	$ 366.05	$ 311.14	$ 228.77	$ 430.10	$ 274.53	$ 311.14	$ 292.83	$ 411.80	$ 439.26	$ 457.56	$ 228.77	$ 430.10
Refrigeration Technician	$ 265.39	$ 311.14	$ 238.76	$ 210.47	$ 219.63	$ 192.17	$ 248.91	$ 252.57	$ 252.57	$ 265.39	$ 265.39	$ 201.33	$ 219.63
Refrigeration Supervisor	$ 301.99	$ 388.92	$ 316.13	$ 263.55	$ 265.39	$ 256.23	$ 248.91	$ 281.85	$ 265.39	$ 301.99	$ 301.99	$ 252.57	$ 265.39
Roofers	$ 126.28	$ 193.08	$ 100.66	$ 150.08	$ 120.79	$ 128.12	$ 164.72	$ 149.90	$ 109.81	$ 146.42	$ 126.28	$ 95.17	$ 120.79
Sheet Metal Workers	$ 162.89	$ 282.81	$ 175.71	$ 190.34	$ 157.40	$ 201.33	$ 248.91	$ 257.51	$ 155.57	$ 164.72	$ 162.89	$ 157.40	$ 157.40
Sprinkler Fitters	$ 162.89	$ 207.29	$ 189.68	$ 197.66	$ 157.40	$ 109.81	$ 155.57	$ 199.86	$ 155.57	$ 164.72	$ 162.89	$ 159.23	$ 157.40
Terrazzo Workers	$ 137.27	$ 197.81	$ 118.97	$ 153.74	$ 128.12	$ 131.78	$ 117.14	$ 250.74	$ 118.97	$ 146.42	$ 137.27	$ 122.63	$ 128.12
Test & Balance Technician	$ 237.93	$ 311.14	$ 209.64	$ 204.98	$ 219.63	$ 274.53	$ 215.96	$ 252.57	$ 192.17	$ 237.93	$ 237.93	$ 201.33	$ 219.63
Tile Setters	$ 126.28	$ 212.16	$ 100.66	$ 153.74	$ 120.79	$ 131.78	$ 137.27	$ 165.27	$ 124.46	$ 128.12	$ 126.28	$ 120.79	$ 120.79
Water proofers/Caulkers	$ 126.28	$ 187.60	$ 82.36	$ 161.06	$ 120.79	$ 118.97	$ 97.00	$ 183.03	$ 124.46	$ 128.12	$ 126.28	$ 124.46	$ 120.79
Water Treatment Technician	$ 172.04	$ 311.14	$ 155.57	$ 170.22	$ 155.57	$ 192.17	$ 164.72	$ 252.57	$ 146.42	$ 164.72	$ 172.04	$ 181.19	$ 155.57
Per Diem Rate (per day per person Alaska)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per Diem Rate (per day per person Hawaii)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Note: Table depicts Standard rates. 2nd Shift Labor - 1.15X. Overtime = 1.5X. Double-time = 2.0X.

Region	SC	SE	NC	SC	West	NC	SE	NC	SE	SC	SE	SC
Labor Classification	**Kansas City**	**Knoxville**	**Lincoln**	**Little Rock**	**Los Angeles**	**Louisville**	**Memphis**	**Minneapolis**	**Nashville**	**New Orleans**	**New York**	**Oklahoma City**
Per Diem Rate (per day per person Continental U.S.)	$ 274.53	$ 274.53	$ 274.53	$ 274.53	$ 366.05	$ 274.53	$ 274.53	$ 129.95	$ 274.53	$ 274.53	$ 549.07	$ 274.53
Architectural	$ 411.80	$ 457.56	$ 503.32	$ 503.32	$ 320.29	$ 503.32	$ 503.32	$ 219.63	$ 457.56	$ 503.32	$ 640.58	$ 503.32
Asbestos Worker	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Boilermaker	$ 210.47	$ 173.87	$ 247.09	$ 219.63	$ 224.21	$ 157.40	$ 219.63	$ 247.09	$ 173.87	$ 219.63	$ 247.09	$ 210.47
Bricklayers; Masons	$ 137.27	$ 137.27	$ 139.09	$ 139.09	$ 166.55	$ 139.09	$ 139.09	$ 97.00	$ 137.27	$ 139.09	$ 137.27	$ 146.42
Carpenter/Case worker	$ 128.12	$ 128.12	$ 133.60	$ 133.60	$ 156.94	$ 133.60	$ 133.60	$ 164.72	$ 128.12	$ 133.60	$ 118.97	$ 137.27
Carpet Layers/Floor Installer	$ 128.12	$ 128.12	$ 120.79	$ 120.79	$ 156.94	$ 120.79	$ 120.79	$ 137.27	$ 128.12	$ 120.79	$ 82.36	$ 128.12
Delivery personnel	$ 109.81	$ 109.81	$ 109.81	$ 109.81	$ 223.29	$ 109.81	$ 109.81	$ 256.23	$ 109.81	$ 109.81	$ 109.81	$ 118.97
Drafting	$ 247.09	$ 183.03	$ 430.10	$ 430.10	$ 155.57	$ 439.26	$ 430.10	$ 164.72	$ 183.03	$ 430.10	$ 329.44	$ 439.26
Drywall Installers; Ceiling Installers	$ 137.27	$ 137.27	$ 140.93	$ 140.93	$ 156.94	$ 140.93	$ 140.93	$ 161.06	$ 137.27	$ 140.93	$ 100.66	$ 137.27
Electricians	$ 210.47	$ 192.17	$ 166.55	$ 166.55	$ 256.23	$ 166.55	$ 166.55	$ 201.33	$ 192.17	$ 166.55	$ 311.14	$ 173.87
Elevator Mechanics	$ 256.23	$ 183.03	$ 265.39	$ 265.39	$ 249.83	$ 384.35	$ 265.39	$ 265.39	$ 183.03	$ 265.39	$ 430.10	$ 265.39
Engineering Design	$ 411.80	$ 320.29	$ 490.50	$ 490.50	$ 228.77	$ 490.50	$ 490.50	$ 329.44	$ 320.29	$ 490.50	$ 457.56	$ 494.16
Energy Engineer	$ 411.80	$ 320.29	$ 256.23	$ 301.99	$ 320.29	$ 228.77	$ 301.99	$ 256.23	$ 320.29	$ 301.99	$ 329.44	$ 301.99
Glaziers	$ 109.81	$ 137.27	$ 133.60	$ 133.60	$ 195.37	$ 133.60	$ 133.60	$ 162.89	$ 137.27	$ 133.60	$ 118.97	$ 137.27
Heavy Equipment Operators	$ 128.12	$ 137.27	$ 120.79	$ 120.79	$ 256.23	$ 120.79	$ 120.79	$ 292.83	$ 137.27	$ 120.79	$ 164.72	$ 124.46
Helper	$ 109.81	$ 109.81	$ 109.81	$ 109.81	$ 223.29	$ 109.81	$ 109.81	$ 146.42	$ 109.81	$ 109.81	$ 82.36	$ 118.97
HVAC Helper (CAT 3)	$ 118.97	$ 97.34	$ 116.80	$ 115.72	$ 140.60	$ 126.54	$ 99.50	$ 137.35	$ 97.34	$ 1,132.33	$ 194.67	$ 120.05
HVAC Light Commercial (CAT 2)	$ 140.60	$ 120.05	$ 139.51	$ 148.17	$ 189.26	$ 151.41	$ 99.50	$ 170.88	$ 120.05	$ 128.70	$ 201.16	$ 142.76
HVAC Commercial AC Technician (CAT 1)	$ 173.04	$ 149.25	$ 161.14	$ 148.17	$ 189.26	$ 186.02	$ 162.23	$ 191.43	$ 149.25	$ 162.23	$ 218.46	$ 178.45
HVAC Field Supervisor (CAT 4)	$ 194.67	$ 184.94	$ 184.94	$ 190.34	$ 227.12	$ 224.95	$ 189.26	$ 217.38	$ 184.94	$ 189.26	$ 266.05	$ 214.14
HVAC Refrigeration technician	$ 265.39	$ 228.77	$ 265.39	$ 210.47	$ 274.53	$ 265.39	$ 210.47	$ 252.57	$ 228.77	$ 265.39	$ 311.14	$ 265.39
HVAC Duct installer	$ 173.87	$ 183.03	$ 144.59	$ 144.59	$ 183.03	$ 150.08	$ 144.59	$ 280.02	$ 183.03	$ 144.59	$ 292.83	$ 155.57
HVAC Filter technician	$ 128.12	$ 137.27	$ 115.30	$ 115.30	$ 223.29	$ 115.30	$ 115.30	$ 228.77	$ 137.27	$ 115.30	$ 274.53	$ 146.42
HVAC Building Automation Technician	$ 237.93	$ 237.93	$ 237.93	$ 237.93	$ 256.23	$ 237.93	$ 237.93	$ 280.02	$ 237.93	$ 237.93	$ 329.44	$ 283.69
Infrared Technician	$ 237.93	$ 228.77	$ 237.93	$ 237.93	$ 274.53	$ 237.93	$ 237.93	$ 164.72	$ 228.77	$ 237.93	$ 301.99	$ 256.23
Insulators	$ 173.87	$ 164.72	$ 173.87	$ 173.87	$ 137.39	$ 173.87	$ 173.87	$ 155.57	$ 164.72	$ 173.87	$ 177.53	$ 179.36
Ironworkers	$ 173.87	$ 183.03	$ 173.87	$ 173.87	$ 198.58	$ 173.87	$ 173.87	$ 274.53	$ 183.03	$ 173.87	$ 219.63	$ 173.87
Laborers	$ 109.81	$ 109.81	$ 109.81	$ 109.81	$ 176.16	$ 109.81	$ 109.81	$ 210.47	$ 109.81	$ 109.81	$ 109.81	$ 118.97
Lathers	$ 128.12	$ 131.78	$ 126.28	$ 126.28	$ 156.94	$ 126.28	$ 126.28	$ 164.72	$ 131.78	$ 126.28	$ 183.03	$ 126.28
Light Equipment Operators	$ 128.12	$ 128.12	$ 109.81	$ 109.81	$ 219.63	$ 109.81	$ 109.81	$ 173.87	$ 128.12	$ 109.81	$ 118.97	$ 118.97
Metal Building Assembler	$ 146.42	$ 146.42	$ 144.59	$ 144.59	$ 183.03	$ 144.59	$ 144.59	$ 164.72	$ 146.42	$ 144.59	$ 183.03	$ 146.42
Millwrights	$ 320.29	$ 274.53	$ 345.91	$ 345.91	$ 156.94	$ 345.91	$ 345.91	$ 164.72	$ 274.53	$ 345.91	$ 585.67	$ 366.05
Operating Engineer	$ 210.47	$ 164.72	$ 210.47	$ 265.39	$ 201.33	$ 210.47	$ 265.39	$ 210.47	$ 164.72	$ 265.39	$ 146.42	$ 265.39
Painters/Wall Covering Installers	$ 128.12	$ 128.12	$ 126.28	$ 126.28	$ 137.73	$ 126.28	$ 126.28	$ 109.81	$ 128.12	$ 126.28	$ 100.66	$ 131.78
Pipefitters	$ 183.03	$ 210.47	$ 157.40	$ 157.40	$ 228.77	$ 157.40	$ 157.40	$ 280.02	$ 210.47	$ 157.40	$ 183.03	$ 179.36
Plasterers	$ 137.27	$ 137.27	$ 133.60	$ 133.60	$ 161.74	$ 133.60	$ 133.60	$ 142.76	$ 137.27	$ 133.60	$ 137.27	$ 155.57
Plumbers	$ 183.03	$ 183.03	$ 157.40	$ 157.40	$ 183.03	$ 157.40	$ 157.40	$ 215.96	$ 183.03	$ 157.40	$ 311.14	$ 168.38
Project Manager	$ 247.09	$ 228.77	$ 186.68	$ 186.68	$ 347.74	$ 186.68	$ 186.68	$ 320.29	$ 228.77	$ 186.68	$ 183.03	$ 237.93
Project Administrator	$ 137.27	$ 144.59	$ 142.76	$ 142.76	$ 155.57	$ 142.76	$ 142.76	$ 137.27	$ 144.59	$ 142.76	$ 137.27	$ 155.57
Project Engineering	$ 411.80	$ 384.35	$ 430.10	$ 430.10	$ 274.53	$ 430.10	$ 430.10	$ 320.29	$ 384.35	$ 430.10	$ 457.56	$ 457.56
Refrigeration Technician	$ 219.63	$ 219.63	$ 219.63	$ 219.63	$ 274.53	$ 219.63	$ 219.63	$ 280.02	$ 219.63	$ 219.63	$ 311.14	$ 265.39
Refrigeration Supervisor	$ 265.39	$ 265.39	$ 265.39	$ 265.39	$ 343.17	$ 265.39	$ 265.39	$ 280.02	$ 265.39	$ 265.39	$ 301.99	$ 301.99
Roofers	$ 201.33	$ 137.27	$ 120.79	$ 120.79	$ 128.12	$ 128.12	$ 120.79	$ 168.38	$ 137.27	$ 120.79	$ 146.42	$ 126.28
Sheet Metal Workers	$ 173.87	$ 173.87	$ 157.40	$ 157.40	$ 183.03	$ 157.40	$ 157.40	$ 280.02	$ 173.87	$ 157.40	$ 311.14	$ 162.89
Sprinkler Fitters	$ 201.33	$ 173.87	$ 157.40	$ 157.40	$ 208.19	$ 157.40	$ 157.40	$ 247.09	$ 173.87	$ 157.40	$ 274.53	$ 162.89
Terrazzo Workers	$ 128.12	$ 128.12	$ 128.12	$ 128.12	$ 144.13	$ 128.12	$ 128.12	$ 146.42	$ 128.12	$ 128.12	$ 146.42	$ 137.27
Test & Balance Technician	$ 210.47	$ 219.63	$ 219.63	$ 219.63	$ 231.06	$ 219.63	$ 219.63	$ 237.93	$ 219.63	$ 219.63	$ 250.74	$ 237.93
Tile Setters	$ 128.12	$ 128.12	$ 120.79	$ 120.79	$ 160.15	$ 120.79	$ 120.79	$ 155.57	$ 128.12	$ 120.79	$ 118.97	$ 126.28
Water proofers/Caulkers	$ 128.12	$ 128.12	$ 120.79	$ 120.79	$ 157.40	$ 120.79	$ 120.79	$ 118.97	$ 128.12	$ 120.79	$ 120.79	$ 126.28
Water Treatment Technician	$ 173.87	$ 155.57	$ 155.57	$ 155.57	$ 237.93	$ 155.57	$ 155.57	$ 164.72	$ 155.57	$ 155.57	$ 204.98	$ 172.04
Per Diem Rate (per day per person Alaska)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per Diem Rate (per day per person Hawaii)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Note: Table depicts Standard rates. 2nd Shift Labor - 1.15X. Overtime = 1.5X. Double-time = 2.0X.

Region	SE	SE	SC	MA	West	CANE	NC	SC	SE	MA	CANE	SC	West
Labor Classification	**Orlando**	**Pensacola**	**Phoenix**	**Pittsburgh**	**Portland**	**Princeton**	**Sioux Falls**	**St Louis**	**Raleigh**	**Richmond**	**Rochester**	**San Antonio**	**San Diego**
Per Diem Rate (per day per person Continental U.S.)	$ 448.40	$ 274.53	$ 320.29	$ 810.79	$ 320.29	$ 366.05	$ 93.35	$ 274.53	$ 274.53	$ 214.14	$ 810.79	$ 274.53	$ 366.05
Architectural	$ 292.83	$ 494.16	$ 347.74	$ 640.58	$ 366.05	$ 640.58	$ 219.63	$ 503.32	$ 503.32	$ 214.14	$ 640.58	$ 503.32	$ 274.53
Asbestos Worker	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Boilermaker	$ 192.17	$ 183.03	$ 201.33	$ 173.87	$ 247.09	$ 237.93	$ 219.63	$ 247.09	$ 274.53	$ 153.74	$ 173.87	$ 219.63	$ 224.21
Bricklayers; Masons	$ 183.03	$ 137.27	$ 124.46	$ 173.87	$ 131.78	$ 201.33	$ 64.06	$ 155.57	$ 155.57	$ 122.63	$ 173.87	$ 139.09	$ 160.15
Carpenter/Case worker	$ 100.66	$ 131.78	$ 124.46	$ 91.51	$ 137.27	$ 228.77	$ 155.57	$ 155.57	$ 155.57	$ 118.97	$ 91.51	$ 133.60	$ 137.73
Carpet Layers/Floor Installer	$ 155.57	$ 113.47	$ 100.66	$ 91.51	$ 82.36	$ 228.77	$ 128.12	$ 120.79	$ 118.97	$ 274.53	$ 91.51	$ 120.79	$ 137.73
Delivery personnel	$ 128.12	$ 91.51	$ 69.55	$ 137.27	$ 64.06	$ 91.51	$ 274.53	$ 109.81	$ 118.97	$ 274.53	$ 137.27	$ 109.81	$ 219.63
Drafting	$ 146.42	$ 409.97	$ 256.23	$ 173.87	$ 146.42	$ 274.53	$ 150.08	$ 430.10	$ 448.40	$ 73.21	$ 173.87	$ 430.10	$ 137.27
Drywall Installers; Ceiling Installers	$ 146.42	$ 137.27	$ 101.06	$ 228.77	$ 137.27	$ 155.57	$ 137.27	$ 146.42	$ 155.57	$ 155.57	$ 228.77	$ 140.93	$ 131.32
Electricians	$ 128.12	$ 164.72	$ 183.03	$ 228.77	$ 301.99	$ 256.23	$ 186.68	$ 173.87	$ 173.87	$ 82.36	$ 228.77	$ 166.55	$ 221.81
Elevator Mechanics	$ 640.58	$ 219.63	$ 686.33	$ 274.53	$ 301.99	$ 274.53	$ 179.36	$ 84.14	$ 219.63	$ 146.42	$ 274.53	$ 265.39	$ 249.83
Engineering Design	$ 292.83	$ 494.16	$ 329.44	$ 274.53	$ 366.05	$ 457.56	$ 311.14	$ 494.16	$ 503.32	$ 256.23	$ 274.53	$ 490.50	$ 183.03
Energy Engineer	$ 292.83	$ 503.32	$ 301.99	$ 329.44	$ 320.29	$ 457.56	$ 256.23	$ 256.23	$ 503.32	$ 128.12	$ 329.44	$ 274.53	$ 274.53
Glaziers	$ 137.27	$ 128.12	$ 87.85	$ 228.77	$ 137.27	$ 164.72	$ 137.27	$ 137.27	$ 155.57	$ 106.16	$ 228.77	$ 133.60	$ 182.56
Heavy Equipment Operators	$ 228.77	$ 118.97	$ 201.33	$ 82.36	$ 173.87	$ 179.36	$ 155.57	$ 274.53	$ 128.12	$ 137.27	$ 82.36	$ 120.79	$ 227.41
Helper	$ 100.66	$ 100.66	$ 64.06	$ 65.81	$ 128.12	$ 155.57	$ 118.97	$ 109.81	$ 118.97	$ 118.97	$ 65.81	$ 109.81	$ 219.63
HVAC Helper (CAT 3)	$ 111.39	$ 109.23	$ 151.41	$ 115.72	$ 187.10	$ 153.57	$ 130.86	$ 140.60	$ 124.37	$ 140.60	$ 129.78	$ 139.51	$ 140.60
HVAC Light Commercial (CAT 2)	$ 134.11	$ 120.05	$ 155.74	$ 173.04	$ 187.10	$ 178.45	$ 148.17	$ 118.97	$ 149.25	$ 140.60	$ 146.00	$ 139.51	$ 140.60
HVAC Commercial AC Technician (CAT 1)	$ 164.39	$ 155.74	$ 173.04	$ 206.57	$ 229.28	$ 205.49	$ 158.98	$ 173.04	$ 169.80	$ 164.39	$ 178.45	$ 173.04	$ 189.26
HVAC Field Supervisor (CAT 4)	$ 204.40	$ 197.91	$ 211.97	$ 236.85	$ 272.54	$ 243.34	$ 193.59	$ 194.67	$ 211.97	$ 205.49	$ 220.63	$ 194.67	$ 227.12
HVAC Refrigeration technician	$ 164.72	$ 252.57	$ 236.10	$ 173.87	$ 199.34	$ 272.71	$ 228.77	$ 265.39	$ 265.39	$ 100.66	$ 173.87	$ 265.39	$ 256.23
HVAC Duct installer	$ 128.12	$ 150.08	$ 146.42	$ 155.57	$ 199.34	$ 256.23	$ 254.40	$ 173.87	$ 146.42	$ 137.27	$ 155.57	$ 144.59	$ 165.56
HVAC Filter technician	$ 118.97	$ 100.66	$ 118.97	$ 219.63	$ 201.33	$ 228.77	$ 204.98	$ 118.97	$ 118.97	$ 153.74	$ 219.63	$ 115.30	$ 219.63
HVAC Building Automation Technician	$ 283.69	$ 256.23	$ 241.59	$ 329.44	$ 199.34	$ 298.33	$ 254.40	$ 247.09	$ 265.39	$ 168.38	$ 329.44	$ 237.93	$ 219.63
Infrared Technician	$ 256.23	$ 245.25	$ 162.89	$ 173.87	$ 301.99	$ 265.39	$ 137.27	$ 247.09	$ 247.09	$ 137.27	$ 173.87	$ 237.93	$ 274.53
Insulators	$ 95.17	$ 179.36	$ 95.17	$ 201.33	$ 219.63	$ 204.98	$ 155.57	$ 146.72	$ 173.87	$ 122.63	$ 201.33	$ 173.87	$ 137.39
Ironworkers	$ 219.63	$ 179.36	$ 183.03	$ 173.87	$ 219.63	$ 228.77	$ 265.39	$ 173.87	$ 173.87	$ 131.78	$ 173.87	$ 173.87	$ 198.58
Laborers	$ 100.66	$ 100.66	$ 58.57	$ 173.87	$ 128.12	$ 155.57	$ 197.66	$ 118.97	$ 118.97	$ 146.42	$ 173.87	$ 109.81	$ 150.54
Lathers	$ 173.87	$ 126.28	$ 87.85	$ 173.87	$ 137.27	$ 223.29	$ 155.57	$ 128.12	$ 128.12	$ 201.33	$ 173.87	$ 126.28	$ 118.50
Light Equipment Operators	$ 173.87	$ 118.97	$ 111.65	$ 201.33	$ 137.27	$ 179.36	$ 159.23	$ 164.72	$ 118.97	$ 137.27	$ 201.33	$ 109.81	$ 201.33
Metal Building Assembler	$ 201.33	$ 146.42	$ 102.12	$ 173.87	$ 164.72	$ 247.09	$ 155.57	$ 146.42	$ 146.42	$ 155.57	$ 173.87	$ 144.59	$ 165.56
Millwrights	$ 173.87	$ 338.59	$ 117.14	$ 155.57	$ 228.77	$ 223.29	$ 164.72	$ 155.57	$ 347.74	$ 183.03	$ 155.57	$ 345.91	$ 156.94
Operating Engineer	$ 183.03	$ 133.60	$ 168.38	$ 173.87	$ 192.17	$ 210.47	$ 164.72	$ 210.47	$ 133.60	$ 133.60	$ 173.87	$ 265.39	$ 183.03
Painters/Wall Covering Installers	$ 118.97	$ 109.81	$ 117.34	$ 173.87	$ 137.27	$ 155.57	$ 100.66	$ 155.57	$ 137.27	$ 113.47	$ 173.87	$ 126.28	$ 137.73
Pipefitters	$ 164.72	$ 146.42	$ 161.06	$ 155.57	$ 199.34	$ 292.83	$ 254.40	$ 170.22	$ 164.72	$ 148.25	$ 155.57	$ 157.40	$ 206.82
Plasterers	$ 146.42	$ 128.12	$ 87.85	$ 173.87	$ 173.87	$ 201.33	$ 109.81	$ 137.27	$ 137.27	$ 113.47	$ 173.87	$ 133.60	$ 161.74
Plumbers	$ 219.63	$ 155.57	$ 162.89	$ 228.77	$ 199.34	$ 292.83	$ 201.33	$ 179.36	$ 173.87	$ 148.25	$ 228.77	$ 157.40	$ 163.35
Project Manager	$ 274.53	$ 192.17	$ 146.42	$ 155.57	$ 199.34	$ 274.53	$ 292.83	$ 201.33	$ 201.33	$ 247.09	$ 155.57	$ 186.68	$ 347.74
Project Administrator	$ 164.72	$ 146.42	$ 100.66	$ 274.53	$ 155.57	$ 183.03	$ 137.27	$ 142.76	$ 155.57	$ 247.09	$ 274.53	$ 142.76	$ 155.57
Project Engineering	$ 274.53	$ 411.80	$ 301.99	$ 183.03	$ 320.29	$ 457.56	$ 301.99	$ 430.10	$ 439.26	$ 228.77	$ 183.03	$ 430.10	$ 228.77
Refrigeration Technician	$ 192.17	$ 252.57	$ 236.10	$ 228.77	$ 199.34	$ 272.71	$ 254.40	$ 228.77	$ 265.39	$ 201.33	$ 228.77	$ 219.63	$ 256.23
Refrigeration Supervisor	$ 256.23	$ 265.39	$ 256.23	$ 173.87	$ 229.61	$ 301.99	$ 254.40	$ 265.39	$ 301.99	$ 252.57	$ 173.87	$ 265.39	$ 320.29
Roofers	$ 128.12	$ 109.81	$ 95.17	$ 173.87	$ 173.87	$ 155.57	$ 155.57	$ 128.12	$ 146.42	$ 95.17	$ 173.87	$ 120.79	$ 118.97
Sheet Metal Workers	$ 201.33	$ 155.57	$ 168.38	$ 173.87	$ 199.34	$ 256.23	$ 254.40	$ 173.87	$ 164.72	$ 157.40	$ 173.87	$ 157.40	$ 165.56
Sprinkler Fitters	$ 109.81	$ 155.57	$ 146.42	$ 274.53	$ 274.53	$ 292.83	$ 142.76	$ 183.03	$ 164.72	$ 159.23	$ 274.53	$ 157.40	$ 172.96
Terrazzo Workers	$ 131.78	$ 118.97	$ 115.30	$ 173.87	$ 173.87	$ 237.93	$ 128.12	$ 128.12	$ 146.42	$ 122.63	$ 173.87	$ 128.12	$ 144.13
Test & Balance Technician	$ 274.53	$ 192.17	$ 201.33	$ 250.74	$ 228.77	$ 219.63	$ 212.31	$ 228.77	$ 237.93	$ 201.33	$ 250.74	$ 219.63	$ 231.06
Tile Setters	$ 131.78	$ 124.46	$ 87.85	$ 118.97	$ 173.87	$ 247.09	$ 137.27	$ 120.79	$ 128.12	$ 120.79	$ 118.97	$ 120.79	$ 160.15
Water proofers/Caulkers	$ 118.97	$ 124.46	$ 76.87	$ 201.33	$ 137.27	$ 204.98	$ 98.84	$ 120.79	$ 128.12	$ 124.46	$ 201.33	$ 120.79	$ 139.09
Water Treatment Technician	$ 192.17	$ 146.42	$ 155.57	$ 204.98	$ 109.81	$ 201.33	$ 164.72	$ 146.42	$ 164.72	$ 181.19	$ 204.98	$ 155.57	$ 219.63
Per Diem Rate (per day per person Alaska)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per Diem Rate (per day per person Hawaii)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Note: Table depicts Standard rates. 2nd Shift Labor - 1.15X. Overtime = 1.5X. Double-time = 2.0X.

Region	West	SE	West	SE	SE	NC	SC	SC	MA
Labor Classification	**San Francisco**	**Savannah**	**Seattle**	**South Florida**	**Tampa**	**Toledo**	**Tucson**	**Valley Center**	**Washington DC**
Per Diem Rate (per day per person Continental U.S.)	$ 366.05	$ 274.53	$ 320.29	$ 366.05	$ 274.53	$ 366.05	$ 320.29	$ 274.53	$ 366.05
Architectural	$ 347.74	$ 265.39	$ 366.05	$ 228.77	$ 494.16	$ 228.77	$ 347.74	$ 503.32	$ 329.44
Asbestos Worker	NA	NA	NA	NA	NA	NA	NA	NA	NA
Boilermaker	$ 315.17	$ 108.50	$ 247.09	$ 164.72	$ 183.03	$ 164.72	$ 201.33	$ 219.63	$ 247.09
Bricklayers; Masons	$ 245.25	$ 67.42	$ 131.78	$ 162.89	$ 137.27	$ 162.89	$ 124.46	$ 139.09	$ 137.27
Carpenter/Case worker	$ 265.39	$ 73.32	$ 137.27	$ 197.66	$ 131.78	$ 197.66	$ 124.46	$ 133.60	$ 118.97
Carpet Layers/Floor Installer	$ 249.83	$ 77.78	$ 82.36	$ 153.74	$ 113.47	$ 153.74	$ 100.66	$ 120.79	$ 82.36
Delivery personnel	$ 219.63	$ 65.71	$ 64.06	$ 131.78	$ 91.51	$ 131.78	$ 69.55	$ 109.81	$ 109.81
Drafting	$ 329.44	$ 137.52	$ 146.42	$ 137.27	$ 409.97	$ 137.27	$ 236.10	$ 430.10	$ 329.44
Drywall Installers; Ceiling Installers	$ 261.36	$ 82.36	$ 137.27	$ 137.27	$ 137.27	$ 137.27	$ 89.17	$ 140.93	$ 100.66
Electricians	$ 338.23	$ 109.50	$ 247.09	$ 192.17	$ 164.72	$ 192.17	$ 137.27	$ 166.55	$ 179.36
Elevator Mechanics	$ 337.49	$ 210.47	$ 301.99	$ 173.87	$ 219.63	$ 173.87	$ 686.33	$ 265.39	$ 430.10
Engineering Design	$ 347.74	$ 165.81	$ 366.05	$ 247.09	$ 494.16	$ 247.09	$ 329.44	$ 490.50	$ 457.56
Energy Engineer	$ 347.74	$ 145.72	$ 320.29	$ 247.09	$ 503.32	$ 247.09	$ 301.99	$ 274.53	$ 329.44
Glaziers	$ 257.51	$ 55.52	$ 137.27	$ 148.25	$ 128.12	$ 148.25	$ 87.85	$ 133.60	$ 118.97
Heavy Equipment Operators	$ 238.30	$ 138.92	$ 173.87	$ 203.15	$ 118.97	$ 203.15	$ 201.33	$ 120.79	$ 164.72
Helper	$ 219.63	$ 100.66	$ 128.12	$ 137.27	$ 100.66	$ 137.27	$ 64.06	$ 109.81	$ 82.36
HVAC Helper (CAT 3)	$ 227.12	$ 114.64	$ 206.57	$ 100.58	$ 109.23	$ 144.92	$ 139.51	$ 139.51	$ 144.92
HVAC Light Commercial (CAT 2)	$ 302.82	$ 128.70	$ 206.57	$ 134.11	$ 122.21	$ 144.92	$ 141.68	$ 139.51	$ 186.02
HVAC Commercial AC Technician (CAT 1)	$ 313.64	$ 161.14	$ 237.93	$ 183.86	$ 157.90	$ 201.16	$ 156.82	$ 173.04	$ 214.14
HVAC Field Supervisor (CAT 4)	$ 350.41	$ 194.67	$ 289.84	$ 217.38	$ 202.24	$ 241.17	$ 192.51	$ 194.67	$ 261.72
HVAC Refrigeration technician	$ 356.90	$ 192.17	$ 221.89	$ 210.47	$ 252.57	$ 210.47	$ 212.31	$ 265.39	$ 301.99
HVAC Duct installer	$ 298.33	$ 75.34	$ 221.89	$ 192.17	$ 150.08	$ 192.17	$ 146.42	$ 144.59	$ 301.99
HVAC Filter technician	$ 298.33	$ 155.57	$ 201.33	$ 161.06	$ 100.66	$ 161.06	$ 118.97	$ 115.30	$ 128.12
HVAC Building Automation Technician	$ 298.33	$ 292.83	$ 221.89	$ 234.27	$ 256.23	$ 234.27	$ 241.59	$ 237.93	$ 301.99
Infrared Technician	$ 184.49	$ 137.27	$ 301.99	$ 228.77	$ 245.25	$ 228.77	$ 162.89	$ 237.93	$ 301.99
Insulators	$ 292.11	$ 89.68	$ 219.63	$ 186.68	$ 179.36	$ 186.68	$ 87.85	$ 173.87	$ 177.53
Ironworkers	$ 203.70	$ 118.97	$ 219.63	$ 215.96	$ 179.36	$ 215.96	$ 183.03	$ 173.87	$ 219.63
Laborers	$ 184.49	$ 91.51	$ 109.81	$ 139.09	$ 100.66	$ 139.09	$ 58.57	$ 109.81	$ 109.81
Lathers	$ 261.36	$ 100.66	$ 137.27	$ 173.87	$ 126.28	$ 173.87	$ 87.85	$ 126.28	$ 183.03
Light Equipment Operators	$ 292.83	$ 96.56	$ 137.27	$ 173.87	$ 118.97	$ 173.87	$ 111.65	$ 109.81	$ 118.97
Metal Building Assembler	$ 329.44	$ 57.03	$ 164.72	$ 161.06	$ 146.42	$ 161.06	$ 102.12	$ 144.59	$ 183.03
Millwrights	$ 269.04	$ 109.16	$ 228.77	$ 168.38	$ 338.59	$ 168.38	$ 117.14	$ 345.91	$ 585.67
Operating Engineer	$ 298.33	$ 60.07	$ 192.17	$ 172.04	$ 133.60	$ 172.04	$ 168.38	$ 265.39	$ 146.42
Painters/Wall Covering Installers	$ 236.30	$ 72.84	$ 137.27	$ 135.44	$ 109.81	$ 135.44	$ 89.44	$ 126.28	$ 100.66
Pipefitters	$ 345.91	$ 83.75	$ 221.89	$ 204.98	$ 146.42	$ 204.98	$ 161.06	$ 157.40	$ 183.03
Plasterers	$ 226.77	$ 60.07	$ 173.87	$ 139.09	$ 128.12	$ 139.09	$ 87.85	$ 133.60	$ 137.27
Plumbers	$ 411.25	$ 83.75	$ 221.89	$ 199.50	$ 155.57	$ 199.50	$ 162.89	$ 157.40	$ 183.03
Project Manager	$ 347.74	$ 164.98	$ 221.89	$ 247.09	$ 192.17	$ 247.09	$ 146.42	$ 186.68	$ 183.03
Project Administrator	$ 274.53	$ 117.14	$ 155.57	$ 320.29	$ 146.42	$ 320.29	$ 100.66	$ 142.76	$ 137.27
Project Engineering	$ 347.74	$ 216.48	$ 320.29	$ 228.77	$ 411.80	$ 228.77	$ 301.99	$ 430.10	$ 457.56
Refrigeration Technician	$ 356.90	$ 173.87	$ 221.89	$ 210.47	$ 252.57	$ 210.47	$ 212.31	$ 219.63	$ 301.99
Refrigeration Supervisor	$ 446.58	$ 192.17	$ 246.25	$ 263.55	$ 265.39	$ 263.55	$ 236.10	$ 265.39	$ 301.99
Roofers	$ 188.33	$ 59.48	$ 173.87	$ 150.08	$ 109.81	$ 150.08	$ 95.17	$ 120.79	$ 146.42
Sheet Metal Workers	$ 345.91	$ 118.97	$ 221.89	$ 190.34	$ 155.57	$ 190.34	$ 168.38	$ 157.40	$ 173.87
Sprinkler Fitters	$ 322.85	$ 150.99	$ 247.09	$ 197.66	$ 155.57	$ 197.66	$ 137.27	$ 157.40	$ 274.53
Terrazzo Workers	$ 250.74	$ 146.42	$ 173.87	$ 153.74	$ 118.97	$ 153.74	$ 115.30	$ 128.12	$ 146.42
Test & Balance Technician	$ 356.90	$ 164.72	$ 228.77	$ 204.98	$ 192.17	$ 204.98	$ 164.72	$ 219.63	$ 250.74
Tile Setters	$ 207.54	$ 67.42	$ 173.87	$ 153.74	$ 124.46	$ 153.74	$ 87.85	$ 120.79	$ 118.97
Water proofers/Caulkers	$ 274.53	$ 67.42	$ 137.27	$ 161.06	$ 124.46	$ 161.06	$ 76.87	$ 120.79	$ 120.79
Water Treatment Technician	$ 356.90	$ 155.57	$ 109.81	$ 170.22	$ 146.42	$ 170.22	$ 155.57	$ 155.57	$ 204.98
Per Diem Rate (per day per person Alaska)	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per Diem Rate (per day per person Hawaii)	NA	NA	NA	NA	NA	NA	NA	NA	NA

Note: Table depicts Standard rates. 2nd Shift Labor - 1.15X. Overtime = 1.5X. Double-time = 2.0X.

OMNIA Approved Manufacturers	Standard (as of Mod-19)		Quantity Discount		Stock Program		Quick Ship	
	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier
HVAC Refrigeration								
Arctic Chill	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Broad - Absorption Chillers	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied A/C Screw Chillers	52.0%	0.4800	Note 1	Note 1	46.0%	0.5400	46.0%	0.5400
Daikin Applied A/C Scroll Chillers	52.0%	0.4800	Note 1	Note 1	46.0%	0.5400	46.0%	0.5400
Daikin Applied A/C Scroll Condensing Units	43.0%	0.5700	Note 1	Note 1	47.0%	0.5300	N/A	N/A
Daikin Applied Fluid Coolers	47.0%	0.5300	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied RTU Scroll Condensing Units	43.0%	0.5700	Note 1	Note 1	N/A	N/A	39.0%	0.6100
Daikin Applied Self-Contained Systems	39.0%	0.6100	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied W/C Centrifugal Chillers	50.0%	0.5000	Note 1	Note 1	46.0%	0.5400	N/A	N/A
Daikin Applied W/C Screw Chillers	44.0%	0.5600	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied W/C Scroll Chillers	49.0%	0.5100	Note 1	Note 1	N/A	N/A	N/A	N/A
Epsilon	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
FAFCO	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Legacy	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Motivair	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Multistack	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Tandem Chillers	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Techochill (Techogen)	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
TempMaster	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Thermax	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
United Coolair	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Yazaki	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Indoor Air Quality Products and Devices								
American Air Filter	20.0%	0.8000	Note 1	Note 1	N/A	N/A	N/A	N/A
AtmosAIr	20.0%	0.8000	Note 1	Note 1	N/A	N/A	N/A	N/A
Bioclimatic Air Systems	20.0%	0.8000	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Air Purifier	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Dynamic Air Quality Solutions	20.0%	0.8000	Note 1	Note 1	N/A	N/A	N/A	N/A
Ebtron	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
GallantAir	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Global Plasma Solutions	20.0%	0.8000	Note 1	Note 1	N/A	N/A	N/A	N/A
Lumalier (an Evergreen UV Company)	15.0%	0.8500	Note 1	Note 1	N/A	N/A	N/A	N/A
Oxygen 8	15.0%	0.8500	Note 1	Note 1	N/A	N/A	N/A	N/A
Plasma Air	20.0%	0.8000	Note 1	Note 1	N/A	N/A	N/A	N/A
Sterile-Aire	20.0%	0.8000	Note 1	Note 1	N/A	N/A	N/A	N/A
UV Resources	20.0%	0.8000	Note 1	Note 1	N/A	N/A	N/A	N/A
Venmar CES	20.0%	0.8000	Note 1	Note 1	N/A	N/A	N/A	N/A
Unitary								
AAON	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A

OMNIA Approved Manufacturers	Standard (as of Mod-19)		Quantity Discount		Stock Program		Quick Ship	
	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier
AboveAir Technologies	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Addison	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Amana	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Bard	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
CGC Group Bulldog Heat Pumps	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Cold Point	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied Applied Rooftop Systems	30.0%	0.7000	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied Commercial RTUs	23.0%	0.7700	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied Light Commercial RTUs	23.0%	0.7700	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied Water Source Heat Pumps	24.0%	0.7600	Note 1	Note 1	20.0%	0.8000	20.0%	0.8000
Daikin NA - Rooftops	50.0%	0.5000	Note 1	Note 1	59.6%	0.4038	59.6%	0.4038
Daikin NA - Rooftops Heat Pumps	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin NA - SkyAir Light Commercial - Mini Splits	22.0%	0.7800	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin NA - Split Systems - AC	22.0%	0.7800	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin NA - Split Systems - AHU	22.0%	0.7800	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin NA - Split Systems - Heat Pumps	22.0%	0.7800	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin NA - Split Systems - Multi Zone - Mini Splits	22.0%	0.7800	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin NA - Split Systems - Res. Split Systems - AC	22.0%	0.7800	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin NA - Split Systems - Res. Split Systems - AHU	22.0%	0.7800	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin NA - Split Systems - Res. Split Systems - Gas Furnace	22.0%	0.7800	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin NA - Split Systems - Res. Split Systems - Heat Pumps	22.0%	0.7800	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin NA - Split Systems - Single Zone - Mini Splits - Heat Pumps	22.0%	0.7800	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin NA - VRV - Heat Recovery	22.0%	0.7800	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin NA - VRV - S	22.0%	0.7800	Note 1	Note 1	N/A	N/A	N/A	N/A
Dectron	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Islandaire	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Lennox International	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Markel Products Company	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Valent (Unison)	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Water Furnace Water Source Heat Pumps	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Air Handling								
Alliance Air Products	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Annexair	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Applied Air	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
BasX	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Buffalo Air Handling	25.0%	0.7500	Note 1	Note 1	N/A	N/A	N/A	N/A
Carrier AHUs	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
CES (Temtrol, Governair, Venmar, Ventrol, HuntAir, Mammoth)	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
ClimateCraft	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied Central Station AHUs	34.0%	0.6600	Note 1	Note 1	N/A	N/A	30.0%	0.7000

OMNIA Approved Manufacturers	Standard (as of Mod-19)		Quantity Discount		Stock Program		Quick Ship	
	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier
Daikin Applied Coils	27.0%	0.7300	Note 1	Note 1	N/A	N/A	23.0%	0.7700
Daikin Applied Commercial Rooftop AHUs	32.0%	0.6800	Note 1	Note 1	N/A	N/A	28.0%	0.7200
Energy Labs	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Haakon	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Industrial Commercial Equipment	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Ingenia	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Innovent	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Loren Cook Energy Recover Ventilators	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Marcraft	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Modine	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Munters	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Nortek (Huntair, Temtrol, Mammoth, Venmar, Ventrol, Governair)	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
PoolPak	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Price Mechanical	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Semco	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
TempMaster	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Thermal Corporation	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
TMI Climate Solutions	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Twin City Fan	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
United Coolair	15.0%	0.8500	Note 1	Note 1	N/A	N/A	N/A	N/A
Valent	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Air Terminal Devices and Heating								
Applied Environmental Air (AE-Air)	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Dadanco	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied Fan Coils	27.0%	0.7300	Note 1	Note 1	N/A	N/A	23.0%	0.7700
Daikin Applied Unit Heaters	22.0%	0.7800	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied Unit Ventilators	25.0%	0.7500	Note 1	Note 1	N/A	N/A	21.0%	0.7900
Systems and Changeair	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied VAV	27.0%	0.7300	Note 1	Note 1	N/A	N/A	23.0%	0.7700
Daikin NA - VRV Fan Coils	20.0%	0.8000	Note 1	Note 1	N/A	N/A	N/A	N/A
Environmental Technologies, Inc (ETI)	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
First Company	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Greenheck	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Krueger	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
MetalAire	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Nailor	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Penn Barry	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Price	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Price Industries	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Ruskin - Dampers	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A

OMNIA Approved Manufacturers	Standard (as of Mod-19)		Quantity Discount		Stock Program		Quick Ship	
	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier
Sterling	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Temspec	20.0%	0.8000	Note 1	Note 1	N/A	N/A	N/A	N/A
Titus	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Williams	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Zehnder/Rittling	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
LED Lighting Products								
HE Williams	15.0%	0.8500	Note 1	Note 1	N/A	N/A	N/A	N/A
Lighting - Engery Based Solutions	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Mule Lighting	15.0%	0.8500	Note 1	Note 1	N/A	N/A	N/A	N/A
PlanLED	9-51%	0.91-0.49	Note 1	Note 1	N/A	N/A	N/A	N/A
DDC Controls								
75F	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Aircuity	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Allerton Controls	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied Intelligent Equipment	34.0%	0.6600	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied MicroTech Integrated Systems	34.0%	0.6600	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin NA VRF Controls	20.0%	0.8000	Note 1	Note 1	N/A	N/A	N/A	N/A
Functional Devices	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Honeywell	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Johnson Controls	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
KMC Building Automation	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Niagara AX	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
nLight	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Phoenix Controls	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Riptide	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Snyder Electric	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Strobic Air	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Trane	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Tridium	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Veris	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Cooling Towers								
Baltimore Aircoil Company (BAC)	28.0%	0.7200	Note 1	Note 1	N/A	N/A	N/A	N/A
Composite Cooling Solutions (CCS)	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Delta	30.0%	0.8500	Note 1	Note 1	N/A	N/A	N/A	N/A
Evapco	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Reysma	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
SPX Brands (Marley, Recold, & Ceramic)	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
The Cooling Tower Company	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Pumps								
Goulds	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A

OMNIA Approved Manufacturers	Standard (as of Mod-19)		Quantity Discount		Stock Program		Quick Ship	
	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier
Grundfos	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Patterson	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Taco	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Invertors								
ABB	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Danfoss	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Yasakawa	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Boilers & Water Heaters								
Aerco	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Bryan Boilers	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Buderus	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Burnham	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied Templifiers	15.0%	0.8500	Note 1	Note 1	N/A	N/A	N/A	N/A
Fulton	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Lochinvar	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Mesteck - RBI & ATH	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Norwitz	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
PVI	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Riverside Hydronics	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
HVAC Specialty Products								
AAON	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Addison	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Aerco	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Advantix Systems	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Alfa Laval - Heat Exchanges	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Apreco	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Arizon-Johnson Air Rotation	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Big Ass Fans	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Broad	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Carel	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Dadanco - Chilled Beams	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied Modular Central Plant	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Data Aire	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Danfoss AB-QM	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Denso Corporation (i.e. MovinCool & SpotCool)	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
DriSteam	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Dynamic	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Energy Labs	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Epsilon	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
FAFCO	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A

OMNIA Approved Manufacturers	Standard (as of Mod-19)		Quantity Discount		Stock Program		Quick Ship	
	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier
FlowCon	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
GEA - Heat Exchangers	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Global Plasma Solutions	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
GoFog	25.0%	0.8000	Note 1	Note 1	N/A	N/A	N/A	N/A
Greenheck	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Griswold - Chemical-Less Water Treatment	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Halton	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Hays Fluid Controls	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
ISO-Air	20.0%	0.8500	Note 1	Note 1	N/A	N/A	N/A	N/A
Heat Pipe Technologies	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Heat Recovery Equipment	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Munters	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
NC Filtration	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Puroflux - Separators	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Reddi	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Reflok	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
RenewAire	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Reysma	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Seresco	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Standard Xchange	20.0%	0.8500	Note 1	Note 1	N/A	N/A	N/A	N/A
Tecta America Roofing	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Thermotech	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Triatek	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Trox	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
UV Resources	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Venmar (CES)	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Westaire	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
XeteX - Heat Recovery	50.0%	0.5000	Note 1	Note 1	N/A	N/A	N/A	N/A
Equipment Parts & Supplies								
AAON	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
ABB	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Addison	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Ashcroft	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Baldor	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Baltimore Aircoil Company (BAC)	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Belimo	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Bristol	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Browning	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Bryan Boilers	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Carrier	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A

OMNIA Approved Manufacturers	Standard (as of Mod-19)		Quantity Discount		Stock Program		Quick Ship	
	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier
Century	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
CES (Temtrol, Governair, Venmar, Ventrol, HuntAir, Mammoth	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Chamberlin	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
ClimateCraft	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Combustion Resource Corporation	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Copeland	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Dadanco	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin Applied	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Daikin North America	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Danfoss	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Dectron	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Eaton	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Emerson	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Environmental Technologies, Inc.	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Everest	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Fasco	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Flow Design	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Griswold	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Haakon	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Heatcraft	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Honeywell	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
JCI-York	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Kinetics	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Lennox International	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Loctite	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Marathon	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Mesteck - RBI & ATH	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Nortec	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Parker	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Reddi	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Reillo	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Schneider Electric	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Sealmaster	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Sporlan	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Stulz	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Systems and Changeair	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
TCF	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
TCTC, GEA, ETI, Danfoss	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Tecumseh	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Temtrol	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A

OMNIA Approved Manufacturers	Standard (as of Mod-19)		Quantity Discount		Stock Program		Quick Ship	
	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier	% Off	Multiplier
Trane	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Unisource	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
UVR	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Williams and Davis	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Zonex	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Equipment Rentals								
Daikin Applied	10.0%	0.9000	Note 1	Note 1	N/A	N/A	N/A	N/A
Miscellaneous Material								
Miscellaneous Material Base on Cost + Mark Up	40.0%							
Warranty, Risk, and Contingency (not to exceed X% of total	10.0%							

price) Note:

1. Quantity Discounts may be provided at time of sale based on project scope.

2. % Off represents the discount off list price. (Example: List price = $100,000. % Off = 25%. Net Price = $100,000 x (1 - 25%) = $75,000.00)

3. Multiplier represents the fraction of list price. (Example: List price = $100,000. Multiplier = 0.7500. Net Price = $100,000 x 0.7500 = $75,000.00)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2023

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

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

PRODUCER
MARSH USA LLC
400 West Market Street, Suite 700
Louisville, KY 40202
Attn: Louisville.certrequest@marsh.com

CN101863513-DAA-GAWU-23-24 2826 martin SO

CONTACT NAME: GeeAnn Missi
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):** 212-948-0804
E-MAIL ADDRESS: Louisville.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mitsui Sumitomo Insurance USA Inc	22551
INSURER B : Sentry Casualty Company	28460
INSURER C : Sentry Insurance Company	24988
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Daikin Applied Americas Inc.
13600 Industrial Park Boulevard
Minneapolis, MN 55441

COVERAGES **CERTIFICATE NUMBER:** CLE-007122144-02 **REVISION NUMBER:** 70

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL 2122557	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			(subject to self-insured retentions			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
				for various perils covered)			MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			BVR8406442 (AOS)	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
A	X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			BVM8803074 (MA)	04/01/2023	04/01/2024	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			UMB5700287	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			90-20216-002 (Daikin Ded.)	04/01/2023	04/01/2024	X PER STATUTE [ ] OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] (Mandatory in NH)	N/A		90-20216-003 (Daikin Retro)	04/01/2023	04/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Monroe County BOCC is/are included as additional insured where required by written contract and allowed by law with respect to General and Automobile liability coverages.

APPROVED BY RISK MANAGEMENT
BY JTeed
DATE 10/18/23
WAIVER N/A__ YES__

CERTIFICATE HOLDER

Monroe County BOCC,
1100 Simonton St.
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Marsh USA LLC

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HVAC EQUIPMENT, INSTALLATION, SERVICE & RELATED PRODUCTS
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 20-04

RFP Issued: February 13, 2020

Pre-Proposal Date: March 3, 2020

Response Due Date: July 14, 2020

Proposals Received: #8

Awarded to: Daikin Applied – R200401

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 20-04 on February 13, 2020, to establish a national cooperative contract for HVAC Equipment, Installation, Service & Related Products.

The solicitation included cooperative purchasing language in Sections I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- The Herald-News, IL
- Las Vegas Review-Journal, NV

On July 14, 2020 proposals were received from the following offerors:

- Johnson Controls, Inc.
- Sun Mechanical Contracting, Inc.
- BLUE BOX AIR, LLC
- Daikin Applied Americas, Inc.
- SVL, Inc.
- HACI Service LLC
- TDIndustries, Inc.
- APS Building Services, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that three (3) companies (Johnson Controls, Inc., Daikin Applied Americas, Inc., and TDIndustries, Inc.) all demonstrating the ability to provide the services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of October 1, 2020.

Contract includes:

- HVAC Equipment and Parts
- HVAC Installation
- HVAC Maintenance and Repair Services
- HVAC Retrofits and Replacement Services
- HVAC Rentals
- Advanced Controls Systems
- LED Lighting Solutions

Term:

Initial three-year agreement from October 1, 2020 through September 30, 2023 with the option to renew for two (2) additional one-year periods through September 30, 2025.

Pricing/Discount: Discount on equipment, competitive labor rates by regional area.

OMNIA Partners, Public Sector Web Landing Pages: https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c35322

DocuSign Envelope ID: 74AF423E-D103-47B0-A6F4-FC49AC002B23

August 28, 2020

Mr. Michael Schwartz
duane.rothstein@daikinapplied.com
Chief Executive Officer
Daikin Applied Americas Inc.
13600 Industrial Park Boulevard
Minneapolis, MN 55441

Re: Award of Contract #R200401

Dear Mr. Schwartz:

Per official action taken by the Board of Directors of Region 4 Education Service Center on August 25, 2020, we are pleased to announce that after successful negotiated terms and conditions, Daikin Applied Americas Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP #20-04) submitted on July 14, 2020:

Commodity/Service	**Supplier**
HVAC Equipment, Installation, Services & Related Products	Daikin Applied Americas Inc.

This contract is effective October 1, 2020 and will expire on September 30, 2023. As indicated above, your contract # is R200401. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and Daikin Applied Americas Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Christine Dorantes, the Contract Manager assigned to your contract, at (615) 431-8182 or christine.dorantes@omniapartners.com.

Sincerely,

DocuSigned by:
Robert Zingelmann
AB11C26E709E4C4...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

DocuSign Envelope ID: CD895E5B-45EC-4434-AF1E-C2709052C9CA

May 1, 2023

Mr. Michael Schwartz
duane.rothstein@daikinapplied.com
Chief Executive Officer
Daikin Applied Americas Inc.
13600 Industrial Park Boulevard
Minneapolis, MN 55441

Re: Renewal Award of Contract #R200401

Dear Mr. Schwartz:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 25, 2023, Region 4 ESC is pleased to announce that Daikin Applied Americas Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on July 14, 2020, and subsequent performance thereafter:

Contract

HVAC Equipment, Installation, Services & Related Products

The contract will expire on September 30, 2024, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Fred Flores, at (713) 554-0494 or fred.flores@omniapartners.com.

The partnership between Daikin Applied Americas Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:
Robert Zingelmann
30EE15BEEF1C4C6...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

OMNIA Approved Manufacturers
HVAC Refrigeration
Arctic Chill
Broad - Absorption Chillers
Daikin Applied A/C Screw Chillers
Daikin Applied A/C Scroll Chillers
Daikin Applied A/C Scroll Condensing Units
Daikin Applied Fluid Coolers
Daikin Applied RTU Scroll Condensing Units
Daikin Applied Self-Contained Systems
Daikin Applied W/C Centrifugal Chillers
Daikin Applied W/C Screw Chillers
Daikin Applied W/C Scroll Chillers
Epsilon
FAFCO
Legacy
Motivair
Multistack
Tandem Chillers
Techochill (Techogen)
TempMaster
Thermax
United Coolair
Yazaki
Indoor Air Quality Products and Devices
American Air Filter
Bioclimatic Air Systems
Dynamic Air Quality Solutions
Global Plasma Solutions
Plasma Air
Sterile-Aire
Venmar CES

OMNIA Approved Manufacturers
Unitary
AAON
Addison
Amana
Bard
Cold Point
Daikin Applied Applied Rooftop Systems
Daikin Applied Commercial RTUs
Daikin Applied Light Commercial RTUs
Daikin Applied Water Source Heat Pumps
Daikin NA - Rooftops
Daikin NA - Rooftops Heat Pumps
Daikin NA - SkyAir Light Commercial - Mini Splits
Daikin NA - Split Systems - AC
Daikin NA - Split Systems - AHU
Daikin NA - Split Systems - Heat Pumps
Daikin NA - Split Systems - Multi Zone - Mini Splits
Daikin NA - Split Systems - Res. Split Systems - AC
Daikin NA - Split Systems - Res. Split Systems - AHU
Daikin NA - Split Systems - Res. Split Systems - Gas Furnace
Daikin NA - Split Systems - Res. Split Systems - Heat Pumps
Daikin NA - Split Systems - Single Zone - Mini Splits - Heat Pumps
Daikin NA - VRV - Heat Recovery
Daikin NA - VRV - S
Dectron
Islandaire
Lennox International
Valent (Unison)
Water Furnace Water Source Heat Pumps
Air Handling
Alliance Air Products

OMNIA Approved Manufacturers
Annexair
Applied Air
BasX
CES (Temtrol, Governair, Venmar, Ventrol, HuntAir, Mammoth)
ClimateCraft
Daikin Applied Central Station AHUs
Daikin Applied Coils
Daikin Applied Commercial Rooftop AHUs
Energy Labs
Haakon
Industrial Commercial Equipment
Ingenia
Innovent
Loren Cook Energy Recover Ventilators
Marcraft
Munters
Nortek (Huntair, Temtrol, Mammoth, Venmar, Ventrol, Governair)
PoolPak
Price Mechanical
Semco
TempMaster
TMI Climate Solutions
Twin City Fan
United Coolair
Valent
Air Terminal Devices and Heating
Applied Environmental Air (AE-Air)
Dadanco
Daikin Applied Fan Coils
Daikin Applied Unit Heaters
Daikin Applied Unit Ventilators

OMNIA Approved Manufacturers
Systems and Changeair
Daikin Applied VAV
Daikin NA - VRV Fan Coils
Environmental Technologies, Inc (ETI)
First Company
Greenheck
Krueger
MetalAire
Nailor
Penn Barry
Price
Price Industries
Ruskin - Dampers
Sterling
Titus
Williams
Zehnder/Rittling
LED Lighting Products
PlanLED
Lighting - Engery Based Solutions
DDC Controls
75F
Aircuity
Allerton Controls
Daikin Applied Intelligent Equipment
Daikin Applied MicroTech Integrated Systems
Daikin NA VRF Controls
Functional Devices
Honeywell
Johnson Controls
KMC Building Automation

OMNIA Approved Manufacturers
Niagara AX
nLight
Phoenix Controls
Snyder Electric
Strobic Air
Trane
Tridium
Veris
Cooling Towers
Baltimore Aircoil Company (BAC)
Composite Cooling Solutions (CCS)
Delta
Evapco
Reysma
SPX Brands (Marley, Recold, & Ceramic)
The Cooling Tower Company
Pumps
Goulds
Grundfos
Patterson
Taco
Invertors
ABB
Danfoss
Yasakawa
Boilers & Water Heaters
Bryan Boilers
Buderus
Burnham
Daikin Applied Templifiers
Fulton

OMNIA Approved Manufacturers
Lochinvar
Mesteck - RBI & ATH
Norwitz
PVI
Riverside Hydronics
HVAC Specialty Products
AAON
Addison
Aerco
Advantix Systems
Alfa Laval - Heat Exchanges
Apreco
Arizon-Johnson Air Rotation
Big Ass Fans
Broad
Carel
Dadanco - Chilled Beams
Daikin Applied Modular Central Plant
Data Aire
Danfoss AB-QM
DriSteam
Dynamic
Energy Labs
Epsilon
FAFCO
FlowCon
GEA - Heat Exchangers
Global Plasma Solutions
GoFog
Greenheck
Griswold - Chemical-Less Water Treatment

OMNIA Approved Manufacturers
Halton
ISO-Air
Heat Pipe Technologies
Heat Recovery Equipment
Munters
NC Filtration
Puroflux - Separators
Reddi
Reflok
RenewAire
Reysma
Seresco
Standard Xchange
Tecta America Roofing
Thermotech
Triatek
Trox
UV Resources
Venmar (CES)
Westaire
XeteX - Heat Recovery
Equipment Parts & Supplies
AAON
ABB
Addison
Ashcroft
Baldor
Baltimore Aircoil Company (BAC)
Belimo
Bristol
Browning

OMNIA Approved Manufacturers
Bryan Boilers
Carrier
Century
CES (Temtrol, Governair, Venmar, Ventrol, HuntAir, Mammoth
Chamberlin
ClimateCraft
Combustion Resource Corporation
Copeland
Dadanco
Daikin Applied
Daikin North America
Danfoss
Dectron
Eaton
Emerson
Environmental Technologies, Inc.
Everest
Fasco
Flow Design
Griswold
Haakon
Heatcraft
Honeywell
JCI-York
Kinetics
Lennox International
Loctite
Marathon
Mesteck - RBI & ATH
Nortec
Parker

OMNIA Approved Manufacturers
Reddi
Reillo
Schneider Electric
Sealmaster
Sporlan
Stulz
Systems and Changeair
TCF
TCTC, GEA, ETI, Danfoss
Tecumseh
Temtrol
Trane
Unisource
UVR
Williams and Davis
Zonex
Equipment Rentals
Daikin Applied
Miscellaneous Material
Miscellaneous Material Base on Cost + Mark Up

Region 4 Education Service Center (ESC)

Contract #R200401

for

HVAC Equipment, Installation, Services & Related Products

with

Daikin Applied Americas Inc.

Effective: October 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Daikin Applied Americas Inc., effective October 1, 2020:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _____, 2020 by and between Daikin Applied Americas, Inc. *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of* HVAC Equipment, Installation, Service & Related Products *("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R #20-04 for HVAC Equipment, Installation, Service & Related Products ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the Scope of Work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have a reasonable period of time to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph and upon payment for work and materials already performed or furnished, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC. Reference to "specifications" herein shall be construed to mean "approved submittals" relating to equipment furnished by Contractor.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor for Region 4 ESC will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within a mutual agreed timeframe or failure to make repairs, replacements or corrections in accordance with the applicable warranty (as defined below) shall constitute grounds for the Contract to be terminated, subject to the provisions set forth in Section 11(a) providing for notice to Contractor and Contractor's reasonable opportunity to cure any alleged unmet performance obligation.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other

party receives the notice of cancellation. Any purchase order, service order or agreement to procure goods and services already accepted by Contractor prior to such termination shall continue through its fulfillment and payment, notwithstanding any termination of this Contract.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. First Destination and shall be included in all pricing offered unless otherwise clearly stated in writing or as otherwise indicated by Contractor or the applicable manufacturer.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC provided that before such return Region 4 ESC and contractor have mutually agreed on a timeframe within which contractor may cure the alleged defect or incorrect delivery and allow the contractor to effect such cure. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice but in no event later than sixty (60) days from invoice date.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. Notwithstanding the foregoing, Region 4 ESC's audit rights shall apply only to orders placed under the Contract. In no event will Contractor's liability for the cost of any audit exceed $10,000.00.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the Scope of Work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Contractor will provide the manufacturer's Limited Product Warranty as the exclusive warranty furnished for equipment, goods or materials furnished pursuant to the Contract. Services performed by Contractor (or its subcontractors) are guaranteed to meet industry standards for a period of one (1) year from completion of such services. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the

cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract, provided, however, that any purchase order or agreement for the sales of materials, equipment or services accepted by contractor prior to such termination shall not be terminated or cancelled but instead negotiated to continue through their completion and payment with the public agencies.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from bodily injury or damage to tangible property to the extent resulting from the negligent actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation

involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Upon prior written request to and written approval by Contractor, Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC. Any such permission for use provided by Contractor shall terminate upon notice by Contractor or termination of this Agreement.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

34) LIMITATION OF LIABILITY:NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED WITHIN THE CONTRACT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL,INCIDENTAL, INDIRECT, PUNITIVE,CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES FOR ANY REASON WHETHER OR NOT FORESEEABLE, NOR SHALL EITHER PARTY SEEK OR APPLY FOR SUCH DAMAGES. "CONSEQUENTIAL DAMAGE" INCLUDES, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS; BUSINESS INTERRUPTION; LOSS OF USE, REVENUE, AND REPUTATION OR DATA. IN NO EVENT WILL EITHER PARTY'S LIABILITY HEREUNDER, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT, GOODS OR SERVICES GIVING RISE TOTHE CLAIM

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Daikin Applied Americas,Inc.

Address: 13600 Industrial Park Boulevard

City/State/Zip: Minneapolis, Minnesota 55441

Telephone No.: 763 553 3550

Email Address: duane.rothstein@daikinapplied.com

Printed Name: Michael Schwartz

Title: Chief Executive Officer

Authorized signature: M Schwartz

Accepted by Region 4 ESC:

Contract No. R200401

Initial Contract Term: October 1, 2020 to September 30, 2023

Margaret L. Bass
Region 4 ESC Authorized Board Member

8/25/2020
Date

Margaret S. Bass
Print Name

Linda Tinnerman
Region 4 ESC Authorized Board Member

8/25/2020
Date

Linda Tinnerman
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
See Following pages for complete list of Exceptions/Proposed Modifications			
		8/24/20 Region 4 accepts exceptions	

Section/Page	Term, Condition or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 11(a)/Page 24	Cancellation for Non-Performance or Contractor Deficiency	To the end of Section 11(a), insert the following sentence, "Reference to "specifications" herein shall be construed to mean "approved submittals" relating to equipment furnished by Contractor.	
Section 11(a)/Page 24	Cancellation for Non-Performance or Contractor Deficiency	In the last paragraph of Section 11(a), change "ten (10) days" to "a reasonable time"	
Section 11(a)/Page 24	Cancellation for Non-Performance or Contractor Deficiency	In the last paragraph of Section 11(a), after "under this paragraph" insert "and upon payment for work and materials already performed or furnished"	
Section 11(b)/Page 24	Termination for Cause	Please delete this section in its entirety. Generally duplicative of Sections 11(a) and 11(d).	
Section 11(c)/Page 24	Delivery/Service Failures	Replace the first sentence with the following, "Failure to deliver goods or services within a mutually agreed timeframe or failure to make repairs, replacements or corrections in accordance with the applicable warranty (as defined below) shall constitute grounds for the Contract to be terminated, subject to the provisions set forth in Section 11(a) providing for notice to Contractor and Contractor's reasonable opportunity to cure any alleged unmet performance obligation. Delete the last sentence "In the even Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.	
Section 11(e)/Page 24	Standard Cancellation	Replace the third sentence of Section 11(e) with the following, "Any purchase order, service order or agreement to procure goods and services already accepted by Contractor prior to such termination shall continue through its fulfillment and payment, notwithstanding any termination of this Contract."	
Section 14/Page 25	Delivery	Revise the first sentence of Section 14 by adding the following to the end of	

		the sentence, "or as otherwise indicated by Contractor or the applicable manufacturer."	
Section 14/Page 25	Delivery	In the last sentence of Section 14, insert "First" before "Destination"	
Section 15/Page 25	Inspection & Acceptance	Revised the first sentence of Section 15 by adding the following to the end of the sentence ", provided that before such return Region 4 ESC and contractor have mutually agreed on a timeframe within which contractor may cure the alleged defect or incorrect delivery and allow the contractor to effect such cure."	
Section 16/Page 24	Payments	To the end of Section 16, add "but in no event later than sixty (60) days from invoice date."	
Section 18/Page 24	Audit Rights	To the end of Section 18, add the following, "Notwithstanding the foregoing, Region 4 ESC's audit rights shall apply only to orders placed under the Contract. In no event will Contractor's liability for the cost of any audit exceed $10,000."	
Section 22/Page 26	Warranty Conditions	To the end of Section 22, add the following, "Contractor will provide the manufacturer's Limited Product Warranty as the exclusive warranty furnished for equipment, goods or materials furnished pursuant to the Contract. Services performed by Contractor (or its subcontractors) are guaranteed to meet industry standards for a period of one (1) year from completion of such services. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.**"	
Section 29/Page 27	Funding out Clause	To the end of section 29 add the following ", provided, however, that any purchase order or agreement for the sale of materials, equipment or services accepted by contractor prior to such termination shall not be terminated or cancelled but instead continue through their completion and payment with the public agencies."	

Section 30/Page 27	Indemnity	Revise the first sentence of Section 30 as follows: (i) by inserting "bodily injury or damage to tangible property to the extent directly resulting from" after "resulting from"; and (ii) by inserting "negligent" before "actions of the Contractor"	
Section 34/Page 27	Insert New Section 34, Limitation of Liability	Insert New Section 34 as follows: **LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED WITHIN THE CONTRACT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES FOR ANY REASON WHETHER OR NOT FORESEEABLE, NOR SHALL EITHER PARTY SEEK OR APPLY FOR SUCH DAMAGES. "CONSEQUENTIAL DAMAGE" INCLUDES, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS; BUSINESS INTERRUPTION; LOSS OF USE, REVENUE, AND REPUTATION OR DATA. IN NO EVENT WILL EITHER PARTY'S LIABILITY HEREUNDER, WHETHER IN LAW, EQUITY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT, GOODS OR SERVICES GIVING RISE TO THE CLAIM.**	
Appendix A, #31, Page 31, Page 65 and National Promotion #10	Marketing	Insert prior to the first sentence the following "Upon prior written request to and written approval by Contractor," Contractor agrees to allow Region 4 ESC… Add as the last sentence "Any such permission for use to provided by Contractor to Region 4 ESC shall terminate upon notice by Contractor or termination of this Agreement."	OMNIA Parterns sections
Appendix C, DOC #5, Special Conditions, Section 6/Page 42	Rights to Inventions Made Under a Contract or Agreement	Section 6 is stricken in its entirety. Contractor reserves all intellectual property rights.	
Appendix D, Exhibit A,	Sales Commitment	Revise Section 2.2 to read as follows, "Supplier commits to the not-to-exceed	

Response for National Cooperative Contract, Section 2.2/Page 57		pricing provided under the Master Agreement for purchases made under the Master Agreement (including its terms and conditions). OMNIA and Region 4 ESC recognize that Contractor may have other group or cooperative purchasing agreements as well as Contractor's GSA Schedules ("Other Contracts"). In the event such Other Contracts provide to members or purchasers more favorable pricing, Contractor is under no obligation to make such pricing available under the Master Agreement. Additionally, Contractor may have existing contracts with members or purchasers and in those instances, current pricing will not be affected or modified."	
Appendix D, Exhibit B, Administration Agreement, Section 13/Page 66	Administrative Fee	In the last sentence of Section 13, insert "undisputed" before "paid when due shall bear"	
Appendix D, Exhibit F, FEMA Special Conditions, Section 14/Page 85	Rights to Inventions	Section 14 is stricken in its entirety. Contractor reserves all intellectual property rights.	
Appendix D, Exhibit A, Response for National Cooperative Contract, Section 3.3.L	Contract Sales	Strike this section and replace with, 'Supplier projects, but does not guarantee, OMNIA contract sales in the first three years of the contract to be: $55M in year one (CY2021) $60M in year two (CY2022) $65M in year three (CY2023) The Administrative Fee shall be calculated as set forth in the Public Sector Administration Agreement, Section 11, per Daikin Applied's requested revisions below. Explanation: Dodge expects a contraction in non-residential construction permits 2020 – 2022, and although Daikin Applied does not guarantee sales goals, we are optimistic that we can achieve these projected revenue targets.	

Appendix D, Exhibit B, Section 11, Administrative Fee, Reporting and Payment	Administrative Fee	Replace the first sentence of Section 11 with the following, 'An "Administrative Fee" shall be calculated and due to OMNIA Partners, Public Sector from Supplier based on the Administrative Fee Percentage (as defined below) which will be no greater than the lowest fee being paid by any other HVAC contract holders in OMNIA Partners portfolio ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales").'	
Appendix D, Exhibit E, Contract Sales Reporting Template	Sales Reporting	Replace template with Daikin specific reporting template.	
RFP III section 22 page 11	Samples	Delete this section as samples are not available as all equipment is engineered and manufactured to specification requirements.	

Offeror's Company Name

Daikin Applied Americas Inc.

Solicitation Name

HVAC Equipment, Installation, Service, & Related Products

Solicitation Number

20-04

July 14, 2020

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, April 7, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 1 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, March 24, 2020 @ 2:00 PM Central Time and extended as indicated below and above:

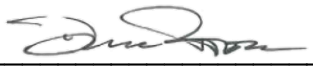
    - Tuesday, April 7, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, April 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 2 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, April 7, 2020 @ 10:00 AM Central Time and extended as indicated below and above:

    - Tuesday, April 14, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 3 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 3 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, April 14, 2020 @ 10:00 AM Central Time and extended as indicated below and above:

    - Tuesday, May 5, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 4

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 4 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 4 is hereby issued as follows:

1. **Proposal Format**: The submission requirement in Section 5 in the "Instructions to Offerors" in this RFP is hereby revised as follows:

   - The requirement for two (2) bound copies is waived.

   - Offeror must submit their complete response on two (2) electronic copies; pin/flash drives. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.

2. **Required Documents**

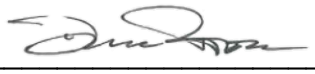
   - Any document requiring appearance before a notary shall be waived until a later date or upon Region 4 ESC request.

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 5

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Thursday, June 18, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 5 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 5 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, May 5, 2020 @ 10:00 AM Central Time and extended as indicated below and above:

    - Thursday, June 18, 2020 @ 10:00 AM Central Time

2. **Approval from Region 4 ESC**: Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:

    - August 25, 2020 (*tentative and subject to change*)

RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 6

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, July 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 6 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 6 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Thursday, June 18, 2020 @ 10:00 AM Central Time and extended as indicated below and above:

    - Tuesday, July 14, 2020 @ 10:00 AM Central Time

2. **Approval from Region 4 ESC**: Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:

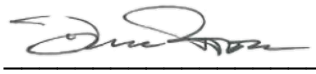
    - August 25, 2020 (*tentative and subject to change*)

RECEIPT OF ADDENDUM NO. 6 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Daikin Applied Americas Inc

Contact Person Duane Rothstien

Signature 

Date July 1, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



Offeror's Company Name

Daikin Applied Americas Inc.

Solicitation Name

HVAC Equipment, Installation, Service, & Related Products

Solicitation Number

20-04

Tab 3

EXHIBIT B

ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the

indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this

Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier

may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

EXHIBIT C

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners, Public Sector**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including

but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

EXHIBIT D

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT E

CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS, PUBLIC SECTOR EXHIBITS

EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

OMNIA Partners, Public Sector Contract Sales Monthly Report

Supplier Name:	
Contract Sales Report Month:	
Contract ID:	
Supplier Reporting Contact:	
Title:	
Phone:	
Email:	

see next page for sample of Daikin Applied 's Sales Report

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by OMNIA Partners, Public Sector and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause

provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror

certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES MBS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES MBS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES MBS Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES MBS Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES MBS Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Daikin Applied Americas Inc.

Address, City, State, and Zip Code: 13600 Industrial Park Boulevard, Minneapolis, Minnesota 55441

Phone Number: 763 553 3550 Fax Number:

Printed Name and Title of Authorized Representative: Michael Schwartz, Chief Executive Officer

Email Address: duane.rothstein@daikinapplied.com

Signature of Authorized Representative: M Schwartz Date: April 6, 2020

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

9. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

10. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the

following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

12. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

13. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

14. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

15. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(4) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(5) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(6) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

16. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

17.Byrd Anti-Lobbying Amendment.

c. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

d. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

e. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

f. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted

with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Daikin Applied Americas Inc. **, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.**

Signature of Contractor's Authorized Official

Micheal Schwartz, Chief Executive Officer
Name and Title of Contractor's Authorized Official

April 6, 2020
Date"

18. Procurement of Recovered Materials.

g. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

h. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶7.

i. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

j. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

19. Additional FEMA Requirements.

k. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

l. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

m. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

n. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(4) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

20.DHS Seal, Logo, and Flags.

o. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

p. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

21.Compliance with Federal Law, Regulations, and Executive Orders.

q. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the

contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

r. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

22. No Obligation by Federal Government.

s. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

t. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

23. Program Fraud and False or Fraudulent Statements or Related Acts.

u. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

v. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Daikin Applied Americas Inc.

Address, City, State, and Zip Code: 13600 Industrial Park Boulevard, Minneapolis, Minnesota 55441

Phone Number: 763.553.3550 Fax Number: _____

Printed Name and Title of Authorized Representative: Michael Schwartz

Email Address: duane.rothstein@daikinapplied.com

Signature of Authorized Representative: _____ Date: April 6, 2020

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Daikin Applied Americas Inc.

Street: 13600 Industrial Park Boulevard

City, State, Zip Code: Minneapolis, Minnesota 55441

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Michael Schwartz *, an authorized representative of* Daikin Applied Americas Inc. *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Daikin Holdings America Inc.	Via Piani di Santa Maria,72-00040 Ariccia,Roma(Italy)	100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

April 6, 2020 — Chief Executive Officer

Date — ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Daikin Applied Americas Inc.

Street: 13600 Industrial Park Boulevard

City, State, Zip Code: Minneapolis, Minnesota 55441

State of Minnesota

County of Hennepin

I, Michael Schwartz *of the* Daikin Applied Americas Inc., *Name* Minneapolis *City*

in the County of Hennepin, *State of* Minnesota *of full age, being duly sworn according to law on my oath depose and say that:*

I am the Chief Executive Officer *of the firm of* Daikin Applied Americas Inc. *Title* *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Daikin Applied Americas Inc. *Company Name*

Chief Executive Officer *Authorized Signature & Title*

Subscribed and sworn before me

this 6th day of April, 2020

Darlene Luna

Notary Public of Minnesota

My commission expires January 31, 2022

Darlene Rae Luna
State of Minnesota
Notary Public
My Commission Expires 1/31/2022

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Daikin Applied Americas Inc.

Street: 13600 Industrial Park Boulevard

City, State, Zip Code: Minneapolis, Minnesota 55441

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

April 6, 2020
Date

, Chief Executive Officer
Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Daikin Applied Americas Inc.		
Address:	13600 Industrial Park Boulevard		
City:	Minneapolis	State: MN	Zip: 55441

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Michael Schwartz Printed Name	Chief Executive Officer Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

☐ Check here if the information is continued on subsequent page(s)

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 6th day of April, 2020

(Notary Public)

My Commission expires:

(Affiant)

Micheal Schwartz, Chief Executive Officer
(Print name & title of affiant)

(Corporate Seal)

SEAL

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____ **Bidder/Offeror:** Daikin Applied Americas Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Michael Schwartz Signature: M B Schwartz

Title: Chief Executive Officer Date: April 6, 2020

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

see certificate on following page

Certification 3709

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2019 to 15-FEB-2022

DAIKIN APPLIED AMERICAS INC.
13600 INDUSTRIAL PARK BLVD.
PLYMOUTH MN 55441

ELIZABETH MAHER MUOIO
State Treasurer

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR

CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT

HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT

WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:
ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR

CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR

DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR

HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR

KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)

MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR

OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR

RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR

SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR

WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT

MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT

PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY

HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH



Offeror's Company Name

Daikin Applied Americas Inc.

Solicitation Name

HVAC Equipment, Installation, Service, & Related Products

Solicitation Number

20-04

Tab 6

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

April 6, 2020
Date

CEO
Authorized Signature & Title

Offeror's Company Name

Daikin Applied Americas Inc.

Appendix C, Doc #1

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Daikin Applied Freedom of Information Act Exemption List

- Tab 2 – Products and Pricing – all pages, all lines
- Tab 4 – Qualifications and Experience – References - pages 10-11, all lines
- Tab 7 – Rep Roster – all pages, all lines
- Tab 7 – Service Office Roster – all pages, all lines
- Tab 7 – Service Who to Contact List – all pages, all lines
- Tab 7 – OMNIA Partners Biz Plan – all pages, all lines

Exception Reasoning
The material set forth herein is deem to be confidential commercial and financial data, the public disclosure of which could cause substantial competitive harm to Daikin Applied Americas Inc. (hereinafter "Daikin Applied"). In addition, the information contained herein is deemed to constitute trade secrets, confidential operations information, and other confidential commercial and financial data within the meaning of applicable Freedom of Information Acts, the disclosure of which is prohibited by law. This material has not been disclosed to the public, and should not be, since such disclosure could cause competitive harm to Daikin Applied. It is Daikin Applied's expectation that it will be notified by any applicable agency of any request for information pertaining to the materials set for herein, and that Daikin Applied will be given an opportunity to object to disclosure of the information.

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Daikin Applied Americas Inc.

13600 Industrial Park Boulevard

Daikin Applied Americas Inc.

Address

Minneapolis, Minnesota 55441

Phone 763 553 3550

Fax

Contact

Signature

Duane Rothstein
Printed Name

Vertical Market Manager, Government
Position with Company

Official Authorizing Proposal

Signature

Michael Schwartz
Printed Name

Chief Executive Officer
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm completed online

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Michael Schwartz, as an authorized representative of

Daikin Applied Americas Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

April 6, 2020
Date



SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minims, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

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

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

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-

assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.
§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance

for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.
§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2

C.F.R.
§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Daikin Applied Americas Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

Michael Schwartz, Chief Executive Officer

Name and Title of Contractor's Authorized Official

April 6, 2020

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor

shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: Daikin Applied Americas Inc.

Address, City, State, and Zip Code: 13600 Industrial Park Boulevard, Minneapolis, Minnesota 55441

Phone Number: 763 553 3550 Fax Number: _____

Printed Name and Title of Authorized Representative: Michael Schwartz

Email Address: duane.rothstein@daikinapplied.com

Signature of Authorized Representative: _____ Date: April 6, 2020

Appendix C, DOC # 6

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☒Yes ☐No
  (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE ☐Yes ☒No

List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE ☐Yes ☒No

List certifying agency: _____

c. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is a HUB ☐Yes ☒No

List certifying agency: _____

d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is a HUBZone ☐Yes ☒No

List certifying agency: _____

e**. Other**
Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☒No

List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the Scope of Work outlined in this solicitation? ☒Yes ☐No

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

DOC #5 Special Conditions

DOC #6 Questionnaire

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be $60,000,000.

See bond letter on following pages

CHUBB

Chubb
525 W. Monroe, Ste 700
Chicago, IL 60661
USA

O (312) 775-7874
M (312) 273-0790

March 18, 2020

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

Subject: Daikin Applied Americas, Inc. - Region 4ESC HVAC 20-04 RFP

To Whom It May Concern:

Federal Insurance Company, a corporation under the laws of the State of Indiana, with an office and place of business at 202B Hall's Mill Road, Whitehouse Station, NJ 08889, represents Daikin Applied Americas, Inc. for surety bonding needs.

At the present time, Daikin Applied Americas, Inc. is in a position to consider single projects up to $60,000,000 within an aggregate limit of $100,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Daikin Applied Americas, Inc. At the request of Daikin Applied Americas, Inc., Federal Insurance Company will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Daikin Applied Americas, Inc.. and Federal Insurance Company and will be subject to our standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms, and financing. We assume no liability to Daikin Applied Americas, Inc., third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need addition information, please do not hesitate to contact me.

Sincerely,

Debra C. Schneider, Attorney-In-Fact
Federal Insurance Company
A++ Rating by A.M. Best, Financial Size Category XV

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Pamela A. Beelman, Cynthia L. Choren, Brittany D. Stuckel, JoAnn R. Frank, Sandra L. Ham, Leah L. Juenger, Heidi A. Notheisen, Karen L. Roider and Debra C. Schneider of St. Louis, Missouri ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **22nd** day of **July, 2019**.

Dawn M. Chloros

Dawn M Chloros, Assistant Secretary

Steven M Haney

Stephen M Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss

On this **22nd** day of **July, 2019**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment")

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th day of March

Dawn M. Chloros

Dawn M Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 75533-Chubb-20-06

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Daikin Applied Americas Inc.
13600 Industrial Park Boulevard
Minneapolis, MN 55441

SURETY:
(Name, legal status and principal place of business)
Federal Insurance Company
202B Halls Mill Road
Whitehouse Station, NJ 08889-3454
State of Inc: Indiana

OWNER:
(Name, legal status and address)
Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
HVAC Equipment, Installation, Service & Related Products

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of March , 2020

	Daikin Applied Americas Inc.
(Witness)	*(Principal)* *(Seal)*
	(Title)
Pamela A Beelman	Federal Insurance Company
(Witness)	*(Surety)* *(Seal)*
	Debra C. Schneider
	(Title) Debra C. Schneider, Attorney in Fact

State of Missouri
County of St. Louis } ss:

On March 18, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared
Debra C. Schneider

known to me to be Attorney-in-Fact of Federal Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 16, 2023

Brittany D. Stuckel
Brittany D. Stuckel Notary Public

BRITTANY D. STUCKEL
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 15638336
My Commission Expires 09-16-2023

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Pamela A. Beelman, Cynthia L. Choren, Brittany D. Stuckel, JoAnn R. Frank, Sandra L. Ham, Leah L. Juenger, Heidi A. Notheisen, Karen L. Roider and Debra C. Schneider of St. Louis, Missouri ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 22nd day of July, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 22nd day of July, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis

Notary Public

CERTIFICATION

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(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

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(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th day of March, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Offeror's Company Name

Daikin Applied Americas Inc.

Solicitation Name

HVAC Equipment, Installation, Service, & Related Products

Solicitation Number

20-04

Tab 7

DAIKIN APPLIED AMERICAS INC. Terms & Conditions of Sale (North America)

1. Terms of Agreement: The term "Company" as used herein shall mean Daikin Applied Americas Inc. Company offers to sell the materials, equipment or services indicated only under the terms and conditions stated herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.

2. Price Policy: All prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices, or increases in labor or material costs.

3. Terms of Payment: Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.

4. Shipping Terms: All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.

5. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

6. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.

7. Cancellations: Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.

8. Shipment Dates: Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an officer of Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.

9. Returns: Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.

10. Limited Warranty: Subject to sections 11 and 12 herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. THIS WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date.

11. Warranty Exclusions: Company's warranty set forth in section 10 does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.

12. Limitation on Liability; Indemnity: Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

13. Infringement: Company will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this contract relating to any products sold hereunder that are manufactured by Company, provided Buyer (i) shall have made all payments then due hereunder, (ii) shall give Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Buyer, and (iii) shall permit Company, either in the name of Buyer or the name of Company, to defend the same and give Company all needed information, assistance and authority to enable it to do so. If such products are in such suit held in and of themselves to infringe any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company.

14. Disputes and Choice of Law: This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Minnesota. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Minneapolis, Minnesota, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.

15. Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

Section I. Equal Employment Opportunity Policy Statement

(41 CFR 60-741.44(a)) and
(41 CFR 60-300.44(a))

Daikin Applied - Plymouth is committed to providing equal employment opportunity to all applicants and employees regardless of their race, creed, color, religion, gender, age, national origin, disability, military service, protected veteran status, genetic information, sexual orientation, gender identity, transgender status, or any other characteristic protected by federal, state or local law. We are strongly committed to this policy and believe in the concept and spirit of the law.

Daikin Applied - Plymouth is further committed to ensuring that employment decisions are based on valid job requirements. In addition, all employment actions, such as recruiting, hiring, training, promotion, compensation, benefits, transfers, layoffs and termination are administered fairly to all persons on an equal opportunity basis, without discrimination on the basis of protected categories named above. Daikin Applied - Plymouth will also provide qualified applicants and employees with disabilities any needed reasonable accommodations, as required by law.

Daikin Applied - Plymouth will not tolerate employees and applicants to be subjected to harassment, intimidation, threats, coercion or retaliation because they engaged or may engage in filing a complaint or assisted in a review, investigation or hearing related to any federal, state or local law requiring equal employment opportunity; or because they opposed any act deemed unlawful.

The Chief Executive Officer supports this affirmative action program and has appointed Lynn Doboszenski, Representative- Human Resource as Daikin Applied - Plymouth's EEO Coordinator. The EEO Coordinator's responsibilities include implementing an internal audit and reporting system to monitor and measure the effectiveness of Daikin Applied - Plymouth's equal employment opportunity efforts and report to executive management on this and any needs for remedial action.

Daikin Applied - Plymouth maintains affirmative action plans for minorities, women, individuals with disabilities and protected veterans. Any questions regarding these plans or the company's equal opportunity policy should be directed to the EEO Coordinator who is responsible for the implementation of the plan. All employees are responsible for supporting the concept of equal employment opportunity and affirmative action, and assisting and cooperating in meeting our plan goals.

If you wish to view the plans for protected veterans and individuals with disabilities, contact Lynn Doboszenski during normal business hours and arrangements will be made for the areas of the plan available for inspection under the law.

Terms & Conditions

DAIKIN APPLIED AMERICAS INC. Terms & Conditions of Sale (North America)

1. **Terms of Agreement:** The term "Company" as used herein shall mean Daikin Applied Americas Inc. Company offers to sell the materials, equipment or services indicated only under the terms and conditions stated herein. Submittal of any further purchase documents by Buyer, or execution of this offer by Buyer, or allowing Company to commence work, shall be deemed an acceptance of this offer. Any additional or differing terms and conditions contained on any documents prepared or submitted by Buyer (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Buyer and Company unless expressly consented to in writing by Company.
2. **Price Policy:** All prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices, or increases in labor or material costs.
3. **Terms of Payment:** Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days from date of invoice, unless otherwise agreed to in writing by Company. If at any time the financial condition of Buyer or any other circumstance affecting the credit decision does not, in Company's opinion, justify continuance of production of products or shipment of products on the terms of payment specified, Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Buyer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law.
4. **Shipping Terms:** All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low cost common carrier, and charges for special carrier services requested by Buyer shall be paid by Buyer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Buyer of its obligation to accept remaining deliveries.
5. **Claims:** Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Any claims for damage or shortage in transit must be filed by Buyer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.
6. **Taxes:** The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effects as if originally added thereto.
7. **Cancellations:** Accepted orders are not subject to cancellation without Company being (a) reimbursed for any and all expenses (including overhead), (b) paid a reasonable profit, and (c) indemnified by Buyer against any and all loss.
8. **Shipment Dates:** Shipment dates are only estimates. No contract has been made to ship in a specified time, unless set forth in a separate writing signed by an officer of Company. Company shall not be liable for any damage as a result of any delay or failure to deliver due to disapproval of Company Credit Department or due to any cause beyond Company's reasonable control, including without limitation, any act of God, act of Buyer, governmental act, accident, labor unrest, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities.
9. **Returns:** Goods may not be returned unless Buyer obtains the advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized returned goods must be shipped prepaid to the location designated by the authorization.
10. **Limited Warranty:** Subject to sections 11 and 12 herein, Company warrants that it will, at its option, repair or replace defective parts in the event any product manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Replaced parts are warranted for the duration of the original warranty period. THIS WARRANTY CONSTITUTES BUYER'S

SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No liability shall attach to Company until Company has been paid in full for all products purchased hereunder. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of this express warranty, or to state that the performance of any product is other than is published by Company. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup, or the startup date and ship date will be deemed the same for warranty period determination, and the warranty shall expire twelve (12) months from that date.

11. **Warranty Exclusions:** Company's warranty set forth in section 10 does not apply to any products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company's printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty. For additional consideration Company will provide an extended warranty(ies) on certain products or parts thereof. The terms of any extended warranty(ies) are shown on the product limited warranty certificate or on a separate extended warranty statement.
12. **Limitation on Liability; Indemnity:** Company's liability with respect to the products sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of (a) the cost of repairing or replacing defective products, or (b) the original purchase price of the products. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.
13. **Infringement:** Company will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this contract relating to any products sold hereunder that are manufactured by Company, provided Buyer (i) shall have made all payments then due hereunder, (ii) shall give Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Buyer, and (iii) shall permit Company, either in the name of Buyer or the name of Company, to defend the same and give Company all needed information, assistance and authority to enable it to do so. If such products are in such suit held in and of themselves to infringe any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company.
14. **Disputes and Choice of Law:** This contract and these Terms and Conditions of Sale shall constitute the entire agreement between Company and Buyer and shall be governed by and construed according to the laws of the State of Minnesota. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Minneapolis, Minnesota, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA.
15. **Canada:** The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

DAIKIN APPLIED AMERICAS INC.
d/b/a Daikin Applied
TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during

regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.

10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that

such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.

18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

Terms & Conditions – Contractor Agreement

This CONTRACTOR AGREEMENT ("Agreement"), effective this **(Effective Date)** ("Effective Date"), is made and entered into by and between **(Customer/Owner Name)** (hereinafter "Owner") and Daikin Applied Americas Inc. (hereinafter "Contractor").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("Subcontractors") to provide labor and material, to perform the scope of work described in this proposal **(Proposal Number)** hereto ("**Work**"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at the **(Customer/Owner Name)**, City of **(Project City)**, State of **(Project State)** (hereinafter "Property");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. Work. Subject to credit approval, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("Subcontractors") to perform the Work through a Subcontract Agreement.
2. Term of Agreement. Contractor will commence Work on the commencement date ("Commencement Date"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. Contract Price. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in this proposal **(Proposal Number)** hereto ("Contract Price"), subject to adjustment per mutual agreement of the parties should the scope of Work changes. The Contract Price **does not** include **sales tax.**
4. Change Orders. Owner may issue deductive change orders in writing. Once the Contract Price is adjusted per mutual agreement of the parties, Contractor will comply with them as soon as feasible. Owner may issue proposed additive change orders, and within twenty (20) calendar days thereafter, Contractor will submit a price for the change, supported by a detailed written estimate. Owner and Contractor will then negotiate the price of the change. If the parties reach an agreement, the adjusted and new Contract Price will be incorporated in a written Change Order signed by both parties. If the parties do not reach agreement as to the price of the change, Owner may order Contractor to proceed with the change, and Contractor will promptly do so, so long as the additive change order is not more than three (3) percent of the Contract Price.
5. Relationship of Parties. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
6. Service/Maintenance- If Applicable. In the event Owner, in addition to the services specified above, adds a Service/Maintenance Agreement to the Scope of Services, the following terms shall apply:
   6.1. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Owner. In this regard, Contractor shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
   6.2. The Contract Price stated herein is predicated on the fact that all Work will be done during regular working hours of regular working days unless otherwise specified. If for any reason,

Owner requests that Work be performed other than during regular working hours or outside the scope of Work specified hereunder, Owner agrees to pay Contractor any additional charges arising from such additional Work, including but not limited to premium pay, special freight or other fees or costs associated therewith.

6.3. Owner agrees to provide Contractor personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for the Work unless restricted specifically in the quote. Owner agrees to ensure that sufficient service access space is provided. Contractor shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Contractor.

6.4. This Agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Owner), negligence of the system by others (including the Owner), failure of the Owner to properly operate the system(s), or other causes beyond the control of Contractor.

6.5. In the event that Contractor is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Contractor's control, Owner shall pay Contractor for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Contractor rates for performing such services.

6.6. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. Owner shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.

6.7. In the event that Contractor determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any of Owner's equipment, not sold by Contractor under this Agreement, but covered under the Service/Maintenance Agreement, is in need of repair and/or replacement, Contractor shall inform Owner of the equipment condition and remedy. Contractor shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Owner removes the unacceptable system(s), component(s), or part(s) from this Agreement.

7. Compliance with Laws. Contractor and Owner agree that:

7.1. Contractor accepts sole liability for compliance with all governmental regulations related to Contractor's employees and their employment, including without limitation to such items as workers' compensation insurance coverage, unemployment insurance, social security tax withholdings (FICA), withholding for any and all governmental taxes, OSHA requirements, ERISA requirements, Fair Labor Standard Act (FLSA) requirements, the Immigration and Control Act of 1986 (IRCA), work safety rules, as such laws and regulations may apply to Contractor's employees in relation to Work at the Property.

7.2. All employees of Contractor assigned to the Property will have their identity and eligibility for work within the United States of America properly verified. Within five (5) days of receipt of a written request from Owner, Contractor shall provide Owner with copies of the I-9 form or such other documentation as may be appropriate or required to satisfy Owner as to Contractor's compliance with IRCA.

7.3. Contractor shall comply with all applicable governmental regulations and laws in the hiring, supervision, and termination of employees.

7.4. Contractor shall provide equal employment opportunities to all qualified individuals without regard to race, color, national origin, religion, sex, age, or disability. Contractor will comply with the equal employment opportunity policies of Owner and with all equal employment opportunity requirements adopted by any governmental authority including the Civil Rights Act of 1964, Executive Orders 11246, 11375 and 11478, and any state fair employment practices act. Contractor will likewise require its subcontractors to comply with all equal employment opportunity requirements.

8. License and Permits. At Contractor's sole expense, Contractor will obtain and maintain, or require its subcontractors to obtain and maintain, any applicable licenses and/or permits as required by applicable laws and regulations in providing the Work.
9. Insurance. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, the insurance as set forth in Contractor's sample certificate of insurance, attached hereto as Exhibit B.
10. Indemnification. The parties' obligation to defend and indemnify is as follows under this Agreement:
    10.1. Upon prompt receipt of written notice from Owner, Contractor shall defend, indemnify, and hold harmless Owner, and Owner's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of Owner's employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct during the performance of the Work, but only to the extent that the Claims stated above were not caused in any way by the actions of any Subcontractor. Subcontractors, pursuant to the Subcontract Agreement with Contractor, hold their own indemnification obligations toward the Owner.

    Notwithstanding Contractor's indemnification obligations under this Agreement, these shall not extend to Claims caused by any act or omission by any architect, engineer, consultant, or project manager retained to perform work in connection with the Property. Architects, engineers, consultants, and project managers shall be required to defend, indemnify or hold harmless Owner pursuant to any agreement for the referenced services.

    10.2. Upon receipt of prompt written notice from Contractor, Owner shall defend, indemnify, and hold harmless Contractor and its respective officers, directors, employees, and agents, from those damages, liabilities, claims, demands, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of Contractor's employees or any subcontractor thereof) directly caused by a violation of any laws pertaining to Owner's business or any negligence, gross negligence or willful misconduct by Owner during Contractor's performance of the Work.
11. Default.
    11.1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
    11.2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
12. Termination. Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.
    12.1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
    12.2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
    12.3. If applicable, a Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; or (ii) by Contractor upon five (5) days prior written notice to Owner, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Contractor's

prior approval. If a Maintenance Agreement is terminated for any reason, other than a material breach by Contractor, Owner shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

13. LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.
14. Workmanship Warranty. As for Work Contractor performs, Contractor agrees to perform said Work in a professional and workmanlike manner, and in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. As for Work Subcontractors perform, or agree to perform, the Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a professional and workmanlike manner, and in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of the Subcontractor.
15. Equipment Warranty. All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for McQuay and/or Daikin brand equipment is attached hereto and incorporated herein by this reference.
16. Asbestos and Hazardous Materials. In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense. Owner shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Owner's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Owner. Owner shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Contractor shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
17. Confidentiality. Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.
18. Assignment and Delegation. Owner may assign this Agreement to Owner's nominee, only with Contractor's prior written consent.

19. Notices. Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

    If to Contractor: **Daikin Applied Americas Inc.**
    Attn: Legal Department
    13600 Industrial Park Blvd.
    Plymouth, MN 55340
    Attn: Legal Dept.

    If to Owner: **(Customer/Owner Name)**
    (Customer Address 1)
    (Customer Address 2)

    The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.
20. No Waiver. Failure of Owner at any time to require performance by Contractor of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by Owner of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.
21. Severability. If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.
22. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota (other than its rules as to conflicts of law which might require application of laws of another jurisdiction).
23. Miscellaneous.
    23.1. No Liens. Contractor shall neither suffer nor permit the attachment of any liens upon the Property as a direct result of Contractor's performance of the Work; provided, however, nothing herein shall be construed to limit or abridge Contractor's or Subcontractor's right to assert and enforce a mechanic's lien to the extent of nonpayment hereunder.
    23.2. Force Majeure. Any delay or failure by either party hereto in the performance of its obligations hereunder, other than the obligation to pay, shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any Subcontractor, materialman, or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of God or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in applicable laws; war, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences.
    23.3. Modifications. No modifications or alterations shall be made to this Agreement unless reduced in writing and signed by Contractor and Owner.
    23.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Owner agrees that this Agreement is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Owner, all of which additional or conflicting terms and conditions are hereby rejected by Contractor. Further, Owner acknowledges and agrees that any other terms such as those which may be included in future purchase order issued by Owner in accordance with this Agreement, will only establish payment authority for Owner’s internal accounting purposes. Any such purchase order will not be considered by Contractor to be a counteroffer,

amendment, modification, or other revision to the terms of this Agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

CONTRACTOR Daikin Applied Americas Inc. dba Daikin Applied	OWNER **(Customer/Owner Name)**
By: _____	By: _____
Its: _____	Its: _____
Dated: _____	Dated: _____
License No. _____	

To: **All Daikin Applied Preferred Customers**
Subject: **Prepay Discounts**

Dear Preferred Customer,

We are happy to offer a very attractive Prepay Discount Option to our preferred customers. Prepay discounts are an excellent opportunity for your company to increase it's bottom line by reducing the costs of your HVAC purchases. (see discount schedule below)

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Anticipated Discount Schedule as of 6/1/2018

Lead Time	Prepay Discount	Lead Time	Prepay Discount
* Time of shipment	0.5%		
2 weeks	0.6%	14 weeks	1.3%
4 weeks	0.7%	15 weeks	1.4%
5 weeks	0.8%	16 weeks	1.4%
6 weeks	0.8%	17 weeks	1.5%
7 weeks	0.9%	18 weeks	1.5%
8 weeks	1.0%	19 weeks	1.6%
9 weeks	1.0%	20 weeks	1.7%
10 weeks	1.1%	21 weeks	1.7%
11 weeks	1.1%	22 weeks	1.8%
12 weeks	1.2%	23 weeks	1.8%
13 weeks	1.3%	24 weeks	1.9%

Discounts calculated at the rate of 3% per annum plus 1/2 of 1% for payment at time of shipment.
Discounts allowed only for jobs that are prepaid 100%.
Maximum allowable anticipated discount is 3%.

* If prepay is not an option for this purchase, don't forget about our .5% discount at time of shipment. Our terms are payment at time of shipment but we will allow our preferred customers up to ten days from ship date for Daikin Applied to receive the check and up to 15 days from ship date for our Canadian customers. In most cases this will allow you to see the goods before cutting the check. Discount rates shown are subject to change without notice.

All in all, you have two great options to significantly increase your bottom line. Please contact your Daikin Applied Sales Representative or your Daikin Applied Financial Service Representative for more information regarding these discount options.

Sincerely,
Patrick Middleton
Sr. Director of Financial Services
Daikin Applied

Daikin Applied
World Headquarters
13600 Industrial Park Boulevard
Minneapolis, MN 55441
763-553-5330

To: Christine Dorantes
Contract Manager

From: Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

Date: August 25, 2020

Subject: Approval of Contract Award

Per official action taken by the Board of Directors of Region 4 Education Service Center (ESC) on August 25, 2020 the following contracts were approved as presented:

- **HVAC Equipment, Installation, Services & Related Products**

  - Daikin Applied Americas Inc.
  - Johnson Controls, Inc.
  - TDIndustries, Inc.

Contract is effective October 1, 2020. If you have any questions, please let me know.

To: Christine Dorantes
Contract Manager

From: Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

Date: August 25, 2020

Subject: Approval of Contract Award

Per official action taken by the Board of Directors of Region 4 Education Service Center (ESC) on August 25, 2020 the following contracts were approved as presented:

- **HVAC Equipment, Installation, Services & Related Products**

  - Daikin Applied Americas Inc.
  - Johnson Controls, Inc.
  - TDIndustries, Inc.

Contract is effective October 1, 2020. If you have any questions, please let me know.

To: Board of Directors

From: Robert Zingelmann

Date: August 25, 2020

Subject: Recommendation of Contract Award

Region 4 ESC held a RFP opening on March 24, 2020 for RFP #20-04 for ***HVAC Equipment, Installation, Services & Related Products***. There were eight (8) proposals submitted:

- APS Building Services, Inc
- BLUE BOX AIR, LLC
- Daikin Applied Americas Inc.
- HACI Service LLC.
- Johnson Controls, Inc.
- Sun Mechanical Contracting, Inc.
- SVL, Inc.
- TDIndustries, Inc.

After careful review of all proposals, the Evaluation Team has determined that three (3) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to the members.

CONSIDERATION

Award of annual contract in compliance with the bid laws of the State of Texas is recommended.

RECOMMENDATION

The Evaluation Team recommends the following companies for award based on their response:

Contract	Vendor	Term of Contract
HVAC Equipment, Installation, Services & Related Products	Daikin Applied Americas Inc. Johnson Controls, Inc. TDIndustries, Inc.	Three (3) years with option of two (2) one year renewals

Support documentation has been attached for your reference.

Enclosure: Bid Tab Summary

To: Dr. Pam Wells
Executive Director

From: Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

Date: August 25, 2020

Re: HVAC Equipment, Installation, Services & Related Products; RFP #20-04

The Evaluation Committee has reviewed the responses and recommend that the following companies be awarded:

- Daikin Applied Americas, Inc.
- Johnson Controls, Inc.
- TDIndustries, Inc.

The recommended vendors submitted offers that were determined to be most advantageous to OMNIA Partners, Public Sector members, based upon the bid tabulation. All the recommended respondents were determined to be competitively priced and strong for the specified services outlined in the RFP.

We believe all recommended vendors demonstrate the ability to provide and perform the services requested in the proposal. We will monitor their performance and determine at the end of each year if they are eligible for renewal with each new term.

This multiple award is recommended as most advantageous as it limits contract awards to the least number of suppliers necessary to meet the requirements of OMNIA Partners, Public Sector members. In order to serve the entire nation, a multiple award is recommended to provide any governmental agency with complete coverage of commodities, services and any other offering within the scope of proposal.

Please let me know if you have any questions.

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Request for Contract Update

R150505

Pursuant to the terms of contract number R200401 for HVAC Equipment, Installation, Service and Related Products Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update on this date October 2, 2020.

(Contractor)

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☒ **Products/Services**
X New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Daikin Applied requests to add ISO Air Products to HVAC Specialty products category.
Adding to both contracts listed above

Submitted By: Duane Rothstein

Title: Vertical Market Manager - Government

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved by Email:** **Date** 10/7/2020 | 12:15 PM PDT

☐ **Denied by Email:** **Date**_____

Region 4 ESC: DocuSigned by: Robert Zingelmann 0B1D33BB0130490...

DocuSign Envelope ID: BAAD1970-D564-4D27-A571-0449F5DC8BF1

Request for Contract Update

Pursuant to the terms of contract number R150505 & R200401 for HVAC Equipment, Installation, Service and Related Products Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update on
(Contractor)

this date October 22, 2020.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☒ **Products/Services**
X New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).
Daikin Applied requests to add AtmosAir Products to Indoor Air Quality Products and Devices category.

Submitted By: Duane Rothstein

Title: Vertical Market Manager - Government

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved by Email:** **Date** 10/27/2020 | 1:15 PM PDT

☐ **Denied by Email:** **Date** _____

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: F5D9B727-BB97-40A9-BEEC-BE5EFD0057C0

Request for Contract Update

Pursuant to the terms of contract number R200401 for HVAC Equipment, Installation, Service and Related Products Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update on this date October 23, 2020.

(Contractor)

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☐ **Products/Services**
_____New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☒ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Daikin Applied would like to reduce the HVAC labor rates for the following labor rate classifications: HVAC (CAT 1), HVAC (CAT 2), HVAC (CAT 3) and HVAC (CAT 4) for all listed locations. An error was discovered in the rate calculation for.

Submitted By: Duane Rothstein

Title: Vertical Market Manager - Government

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved by Email:** **Date** 10/27/2020 | 1:14 PM PDT

☐ **Denied by Email:** **Date**_____

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: 905093CB-E845-41C1-9FA4-9A4146DD6CE7

Request for Contract Update

R150505 - HVAC Equipment, Installation, Service, & Related Products

Pursuant to the terms of contract number R200401 for HVAC Equipment, Installation, Service and Related Products Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Daikin Applied *(Contractor)* hereby provides notice of the following update on this date October 23, 2020.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☒ **Authorized Distributors/Dealers**
- X Addition
- _____ Deletion
- _____ Supporting Documentation

☐ **Products/Services**
- _____ New Addition
- _____ Update Only
- _____ Supporting Documentation

☐ **States/Territories**
- _____ Supporting Documentation

☐ **Price Update**
- _____ Supporting Documentation

☐ **Discontinued Products/Services**
- _____ Supporting Documentation

☐ **Other** _____
- _____ Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).
Daikin has 130+ independently owned Rep partners who provide both Daikin and non-Daikin manufactured equipment. Daikin is requesting to add these Rep offices so they can sell approved Daikin products and labor solutions as per the Contract directly to Region 4 and Participating Public Agency member (i.e. PO issued directly to Rep). Internally Daikin will ensure contract compliance by reviewing ALL estimates and registering the project with OMNIA to obtain a CPN. As the Region 4 ESC contract holder, Daikin will be responsible for ensuring only approved products and services are offered, reporting all sales and upholding all contract obligations. The attached Rep Roster lists all Daikin's Rep office locations. This process will save time and lower projects costs for Region 4 and Participating Public Agency members.

Submitted By: Duane Rothstein

Title: Vertical Market Manager - Government

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved by Email: Date** 11/19/2020 | 7:34 AM PST

☐ **Denied by Email: Date** _____

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: F77944FA-DF34-44EE-B092-1E0C55747D3B

Request for Contract Update

Pursuant to the terms of contract number R200401 for HVAC Equipment, Installation, Service and Related Products Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Daikin Applied _____ hereby provides notice of the following update on
(Contractor)

this date November 6, 2020.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☐ **Products/Services**
_____New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☒ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Daikin has been getting requests to add a multiplier for 2nd Shift Labor by OMNIA members. Daikin is requesting to add 1.15 as the multiplier for 2nd Shift Labor. This will be noted in the footer of the pricing document (similar to Overtime and Double Time).

Submitted By: Duane Rothstein

Title: Vertical Market Manager - Government

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved by Email:** **Date** 11/19/2020 | 7:33 AM PST

☐ **Denied by Email:** **Date**_____

Region 4 ESC: DocuSigned by: Robert Zingelmann 0B1D33BB0130490...

DocuSign Envelope ID: 9961A710-276B-47EE-90AD-A329047E6755

Request for Contract Update

Pursuant to the terms of contract number R150505 & R200401 for HVAC Equipment, Installation, Service and Related Products Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update on
(Contractor)

this date November 25, 2020.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☒ **Products/Services**
X New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Daikin Applied requests to add Standard Xchange to the HVAC Specialty Products category.

Submitted By: Duane Rothstein

Title: Vertical Market Manager - Government

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved by Email: Date** 12/8/2020 | 12:20 PM PST

☐ **Denied by Email: Date**_____

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: 13CD5A8A-5179-4F67-936B-212EBA4B256C

Request for Contract Update

Pursuant to the terms of contract number R150505 & R200401 for HVAC Equipment, Installation, Service and Related Products Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update on
(Contractor)

this date December 17, 2020.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☒ **Products/Services**
_X_ New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Daikin Applied requests to add Big Ass Fans and GoFog to the HVAC Specialty products category, and Delta Cooling Towers to the Cooling Towers products category.

Submitted By: Duane Rothstein

Title: Vertical Market Manager - Government

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved by Email:** **Date** 12/31/2020 | 8:06 AM PST

☐ **Denied by Email:** **Date** _____

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: 0A7115EF-02D6-400D-B41D-3E8D490C9364

Request for Contract Update

Pursuant to the terms of contract number R200401 for HVAC Equipment, Installation, Service and Related Products Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or re ect any request.

Daikin Applied hereby provides notice of the following update on
(Contractor)

this date February 11, 2021.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☒ **Products/Services**
X New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Daikin Applied requests to add Lumalier, AboveAir Technologies, Markel Products Company, Temspec, Riptide, Hays Fluid Controls, and Buffalo Air Handling to our Master Equipment list.

Submitted By: Duane Rothstein

Title: Vertical Market Manager , Government

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved by Email: Date** 2/11/2021 | 12:40 PM PST

☐ **Denied by Email: Date**_____

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: A7878288-9B38-4D43-A785-D4C27DC4A5B2

Request for Contract Update

Pursuant to the terms of contract number R200401 for HVAC Equipment, Installation, Service and Related Products Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or re ect any request.

Daikin Applied hereby provides notice of the following update on
(Contractor)

this date February 18, 2021.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☒ **Products/Services**
X New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Daikin Applied requests to add CGC Group Bulldog Heat Pumps to our Master Equipment List.

Submitted By: Duane Rothstein

Title: Vertical Market Manager , Government

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved by Email: Date** 2/24/2021 | 8:07 AM PST

☐ **Denied by Email: Date**_____

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: BDCE8C45-F645-4614-907F-F178CB29F1AA

Request for Contract Update

Pursuant to the terms of contract number R200401 for HVAC Equipment, Installation, Service and Related Products Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or re ect any request.

Daikin Applied hereby provides notice of the following update on
(Contractor)

this date March 16, 2021.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☒ **Products/Services**
X New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Daikin Applied requests to add Aerco Boilers to our Master Equipment List. (Aerco is currently listed under HVAC Specialty Products category.)

Submitted By: Duane Rothstein

Title: Vertical Market Manager , Government

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved by Email:** **Date** 3/26/2021 | 9:39 AM PDT

☐ **Denied by Email:** **Date**_____

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: 1B48F953-B411-48BB-B3ED-22C7937FD0B5

Request for Contract Update

Pursuant to the terms of contract number R200401 for HVAC Equipment, Installation, Service and Related Products Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or re ect any request.

Daikin Applied hereby provides notice of the following update on
(Contractor)

this date April 6, 2021.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☒ **Products/Services**
X New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Daikin Applied requests to add Carrier AHUs and Modine to our Master Equipment List under the Air Handling category.

Submitted By: Duane Rothstein

Title: Vertical Market Manager , Government

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved by Email:** **Date** 4/9/2021 | 9:06 AM PDT

☐ **Denied by Email:** **Date**_____

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: AF4522C1-CCD4-491F-9E05-A49A6FC6A768

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update to Contract number: R200401 for HVAC Equipment, Installation, Service and Related Products on this date August 20, 2021.

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

X **Products/Services**
X_____New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).
Daikin Applied requests to add Daikin Air Purifier, GallantAir, and UV Resources to our Master Equipment List under the Indoor Air Quality Products and Devices category.

Submitted By: Duane Rothstein

Title: Vertical Market Manager, Government

Contact Number: R200401

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved Date** 8/25/2021 | 4:03 PM CDT

☐ **Denied Date** _____

Region 4 ESC: DocuSigned by: Robert Zingelmann 0B1D33BB0130490...

Robert Zingelmann

DocuSign Envelope ID: E408D4E2-E235-491E-B1E3-7B60D8A1B250

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update to Contract number: R200401 for HVAC Equipment, Installation, Service and Related Products on this date October 26, 2021.

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

X Products/Services
X_____New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).
Daikin Applied requests to add Daikin Air Purifier, GallantAir, UV Resources, and Ebtron to our Master Equipment List under the Indoor Air Quality Products and Devices category. Daikin Applied requests to add Thermal Corporation to our Master Equipment List under the Air Handling category.

Submitted By: Duane Rothstein

Title: Vertical Market Manager, Government

Contact Number: R200401

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved Date** 10/28/2021 | 9:37 AM CDT

☐ **Denied Date** _____

Region 4 ESC: DocuSigned by: Robert Zingelmann 0B1D33BB0130490...
Robert Zingelmann

DocuSign Envelope ID: 7DB646B6-A802-4AC9-B875-4A2007E96BA9

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update to Contract number: R200401 for HVAC Equipment, Installation, Service and Related Products on this date February 14, 2022.

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

X Products/Services
X_____New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).
Daikin Applied requests to add Oxygen 8 to the Indoor Air Quality Products and Devices category.
Daikin Applied requests to add HE Williams and Mule Lighting to LED Lighting Products category.

Submitted By: Duane Rothstein

Title: Vertical Market Manager, Government

Contact Number: R200401

Email Address: duane.rothstein@daikinapplied.com

☒ **Approved Date** 2.15.2022

☐ **Denied Date** N/A

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: 8A9394CA-1916-4E44-9670-EEA1A13D12B2

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update to Contract number: R200401 for HVAC Equipment, Installation, Service and Related Products on this date March 1, 2022.

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

Products/Services
_____New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

X Price Update
X Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).
Daikin Applied requests to increase labor and equipment pricing on the attached pricing documents. Due to the rising costs associated with the pandemic, supply chain, and logistic challenges, Daikin is requesting an increase that will be reassessed in December, 2022. Daikin has been able to maintain labor pricing since the beginning of the contract (2020) and is requesting a 3% increase. But for pricing related to equipment, that has been impacted more by the pandemic, Daikin will either submit a new update prior to Dec 31, 2020 for Region IV's approval to maintain or change pricing, otherwise pricing will be reverted to today's equipment pricing.

Submitted By: Duane Rothstein

Title: Vertical Market Manager, Government

Contact Number: R200401

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved Date** 3.7.2022

☐ **Denied Date** N/A

Region 4 ESC: DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: 745CFE37-D1CE-40BD-A421-5E5E7A1C72F8

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update to Contract number: R200401 for HVAC Equipment, Installation, Service and Related Products on this date April 18, 2022.

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

X **Products/Services**
X_____New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

☐ **Price Update**
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).
Daikin Applied requests to add Denso Corporation (i.e Movincool and Spotcool) to the HVAC Specialty Products category.

Submitted By: Duane Rothstein

Title: Vertical Market Manager, Government

Contact Number: R200401

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved Date** 4/19/2022 | 1:16 PM CDT

☐ **Denied Date** _____

Region 4 ESC: DocuSigned by: Robert Zingelmann 0B1D33BB0130490...
Robert Zingelmann

DocuSign Envelope ID: 455298E0-2420-476C-9E40-E6A876F17697

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update to Contract number: R200401 for HVAC Equipment, Installation, Service and Related Products on this date June 1, 2022.

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

X Authorized Distributors/Dealers
X Addition
_____ Deletion
_____ Supporting Documentation

☐ **Price Update**
_____ Supporting Documentation

☐ **Products/Services**
_____ New Addition
_____ Update Only
_____ Supporting Documentation

☐ **Discontinued Products/Services**
_____ Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

Other _____
_____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Daikin Applied requests to add Advantage Service Holdings, LLC dba Advantage Service Company as an authorize dealer to our R200401 contract. Advantage Service Company is the service division of Harrison Energy Partners, who is already an approved dealer on our contract. Reminder, Harrison Energy Partners is based in Arkansas.

Submitted By: Duane Rothstein

Title: Vertical Market Manager, Government

Contact Number: R200401

Email Address: duane.rothstein@daikinapplied.com

☐ **Approved Date** 6/1/2022

☐ **Denied Date** .

Region 4 ESC: DocuSigned by: Robert Engelmann 30EE15BFEF1C4C6...

DocuSign Envelope ID: 0E9AE23E-21C5-42CB-AAB0-9B43A6EDCCAD

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update to Contract number: R200401 for HVAC Equipment, Installation, Service and Related Products on this date November 21, 2022.

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

Products/Services
_____New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

X Price Update
X Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).
Daikin Applied is requesting a pricing update due to market conditions described in the justification documents. Daikin continues to monitor the market and assess pricing to our customers on an ongoing basis. We commit to revisiting these items regularly to ensure pricing is market relevant and represents the best value to Region 4 customers. Re-assessment of prices will be performed in June 2023 at which time if prices need to remain (or change), a new contract updated will be re-submitted. The equipment lists shows discount per product line, the average increase is 5%. The labor increase is 5% for all locations and categories. Finally, Daikin is requesting to add a new category for Warranty, Risk and Contingency and will be limited to no more than 10% of total purchase price.

Submitted By: Keela Bakken

Title: Director, National Accounts

☒ **Approved Date** 12.12.2022

☐ **Denied Date** N/A

Contact Number: R200401

Email Address: keela.bakken@daikinapplied.com

Region 4 ESC DocuSigned by: Robert Engelmann 0B1D33BB0130490...

DocuSign Envelope ID: A9C9F895-DEA6-42EE-B09E-0065A82FEB74

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update to Contract number: R200401 for HVAC Equipment, Installation, Service and Related Products on this date November 21, 2022.

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

X **Products/Services**
KB New Addition
_____Update Only
KB Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

Price Update
_____Supporting Documentation

Discontinued Products/Services
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Daikin Applied has acquired and is majority owner of CM3 Building Solutions, Inc. (CM3) based in Fort Washington, PA. CM3 compliments Daikin Applied products and services by providing full comprehensive integration of these products as well Long-term facility modernization and energy efficiency planning. These capabilities include energy services, building services, HVAC mechanical services, security services and communication services. Please see attached summary for further detail.

Submitted By: Keela Bakken

Title: Director, National Accounts

☒ **Approved Date** 2.14.2023

☐ **Denied Date** N/A

Contact Number: R200401

Email Address: keela.bakken@daikinapplied.com

Region 4 ESC DocuSigned by: Robert Zingelmann 0B1D33BB0130490...

DocuSign Envelope ID: A9C9F895-DEA6-42EE-B09E-0065A82FEB74

INTRODUCTION

Established in 2003, CM3 Building Solutions, Inc. (CM3) is a leading Energy Services Company based in Fort Washington, PA. With 165+ employees across four divisions, CM3 is uniquely positioned to provide comprehensive energy services. The company has completed over $500 million dollars in Guaranteed Energy Savings Program performance contracts and possesses an engineering and project management team with 175+ years of collective experience in the performance contracting arena.

A leading, regional integrator of building systems and services, CM3 delivers facility modernization and energy efficient solutions for public and private entities of various sizes, from small buildings to large complexes.

Our approach is to serve as "Energy Consultant" for our customers, looking strategically beyond the project at hand to deliver long-term facility modernization goals and energy efficiency planning. Installing Performance Contracts ranging from $200K to +$30 Million, we have conducted as many as 8 phases with a single customer, and 70% of our customers have requested our services for multiple project phases.

CAPABILITIES

CM3 provides a complete portfolio of building technologies and systems, across five divisions:

- **ENERGY SERVICES**
  With a focus on energy savings performance contracting, CM3 designs and installs energy reducing solutions which assist in funding large capital improvements to buildings. This includes initial site assessment through design and implementation with an emphasis on providing a single point of contact for the project entirety and on leveraging local contractors and suppliers as appropriate to channel revenue into the local economy. Additional energy services including retro-commissioning and monitor-based commissioning.

- **BUILDING SERVICES**
  Leveraging 40 years' in the building controls industry, CM3 installs fully integrated building automation systems, utilizing all major protocols. As a Schneider Electric Master EcoXpert, CM3 provides experienced installation and service for most leading building controls manufacturers.

- **HVAC & MECHANICAL SERVICES**
  With 700+ HVAC maintenance customers and a 98%+ annual renewal rate, CM3 provides scheduled and emergency maintenance, as well as repairs, replacements and retrofits for existing Building Automation Systems, HVAC, and Mechanical Systems. CM3 maintains a fleet of 85+ technicians, each with a service vehicle, a 24-hour answering service, and a warehouse of building controls parts.

- **SECURITY SERVICES**
  The Security Services division of CM3 designs, installs, upgrades, and maintains security and life safety solutions, including access control, fire alarms, video surveillance, intrusion detection, paging, and mass communication systems. The company focuses on delivering proactive, fully integrated solutions that leverage existing infrastructure, while utilizing open protocol solutions that enable future flexibility and scalability.

- **COMMUNICATION SERVICES**
  CM3 provides information technology and communication services for on-site and cloud-hosted communications devices (phones and computers), as well as other communications technologies, such as e-fax, SIP, VoIP, and UCaaS. New installations, service contracts, troubleshooting, information security programs, and emergency repairs are offered, as is a 24-hour helpline.

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QUALIFICATIONS

CM3 has the qualifications, experience, and staff to fully develop and support energy services projects. With an average tenure of 20 years each, the team includes professional engineers, project managers, construction engineers, and energy specialists who have experience in all phases of project management, construction, and service.

In addition to individual credentials and experience, CM3 holds several credentials which demonstrate its expertise as an Energy Services Company:

CM3 is an energy service company member of the national association of energy service companies, and CM3's Vice President, John Hollister, serves on the Board of Directors.

CM3 is approved by the Department of Energy as a Qualified Energy Services Company and is thereby eligible to perform Energy Savings Performance Contracting at Federal agencies.

CM3 is one of only four Pennsylvania-based companies who have been approved by the Department of Energy to be on their Qualified List of Energy Services Companies.

ENERGY SERVICES DIVISION

The Energy Services Division at CM3 is entirely focused on delivering energy savings solutions to public and private entities. Because we do not represent any single product or solution, we are able to curate the best products, technologies, and services for each unique project.

Our solutions have included:

HVAC SYSTEMS

Air Conditioning
Chiller
Central Plant
Boiler
Installations
Retrofit
Repair
Retro-commissioning

ENERGY SOLUTIONS

Fuel Conversion
Monitor-Based Commissioning
Energy Management Systems
Onsite Energy Generation
Electrical Infrastructure
Solar / Geothermal

SECURITY SYSTEMS

Access Control
Video Surveillance
Public Address
Intrusion Detection
Emergency Help Points
Lockdown Solutions
Vape Detection

ESSER FUND SOLUTIONS

HVAC Modernization
Indoor Air Quality Systems
Roof Repair/ Replacement
Occupancy Tracking Systems
Touchless Access Control

BUILDING ENVELOPE

Building Envelope
Roof/ Windows / Doors

LIGHTING

Interior/ Exterior/Athletic

OTHER IMPROVEMENTS

Domestic Hot Water
Water Conservation
IT / Phones
Paving
Landscaping

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Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update to Contract number: R200401 for HVAC Equipment, Installation, Service and Related Products on this date November 21, 2022.

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

Products/Services
_____New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

Price Update
_____Supporting Documentation

X Discontinued Products/Services
_____Supporting Documentation

☐ **Other** _____
_____Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

When this contract was established, Daikin Applied offer a prepay discount offer to key customers. However, given the change In financial climate and the availability of low cost money for customers, we found this program was no longer of value to our Customers so have abandoned the program. We do not expect this to have any adverse affect on any OMNIA clients as this Program has not been utilized at any time. Requesting to formally remove from contract, located under Payment Terms page 11.

Submitted By: Keela Bakken

Title: Director, National Accounts

☒ **Approved Date** 3.6.2023

☐ **Denied Date** N/A

Contact Number: R200401

Email Address: keela.bakken@daikinapplied.com

Region 4 ESC: DocuSigned by: Robert Bingelmann 0B1D33BB0130490...

DocuSign Envelope ID: 452C779C-FC4D-4519-AE6B-19F1B835FFAA

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Daikin Applied hereby provides notice of the following update to Contract number: R200401 for HVAC Equipment, Installation, Service and Related Products on this date August 22, 2023.

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☐ **Authorized Distributors/Dealers**
_____Addition
_____Deletion
_____Supporting Documentation

☐ **Products/Services**
_____New Addition
_____Update Only
_____Supporting Documentation

☐ **States/Territories**
_____ Supporting Documentation

X Price Update
_____Supporting Documentation

☐ **Discontinued Products/Services**
_____Supporting Documentation

Other _____
_____Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Daikin Applied is requesting a pricing update on labor and materials to align with market conditions. Daikin continues to monitor the market and assess pricing to our customers on an ongoing basis. We commit to revisiting these items regularly to ensure pricing is market relevant and represents the best value to Region 4 customers. Re-assessment of prices will be performed in December 2023 at which time if prices need to remain (or change), a new contract updated will be submitted.

Submitted By: Greg Coffman

Title: Government Cooperative Sales Manager

Contact Number: R200401

Email Address: greg.coffman@daikinapplied.com

☐ **Approved Date** 9/18/2023 | 5:13 PM CDT

☐ **Denied Date** _____

Region 4 ESC: DocuSigned by: Robert Zingelmann 0B1D33BB0130490... Robert Zingelmann

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

Solicitation Number 20-04

Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

for

HVAC Equipment, Installation, Service & Related Products

SUBMITTAL DEADLINE: Tuesday, March 24, 2020, 2:00 PM CENTRAL TIME

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than March 5, 2020. All questions and answers will be posted to https://www.esc4.net/services/purchasing/region-4-omnia-solicitations. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on March 3, 2020, 2020 at 10:00am in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by February 26, 2020. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: February 13, 2020

I. SCOPE OF WORK

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services, & Related Services. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers HVAC Equipment, Installation, Services, & Related Services, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 39 open-enrollment charter schools, representing more than 1.2 million students, 99,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being "piggybackable."

NATIONAL CONTRACT

Region 4 ESC as the Principal Procurement Agency, defined in ATTACHMENT D has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on ATTACHMENT D or as otherwise agreed to. ATTACHMENT D contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (ATTACHMENT D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of HVAC Equipment, Installation, Services & Related Services purchased under the Master Agreement through OMNIA Partners is approximately $15 million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

PRODUCT, SERVICE SPECIFICATION AND SCOPE OF WORK

It is the intention of Region 4 ESC to establish a contract with vendor(s) for HVAC Equipment, Installation, Service, & Related Products**.** Awarded vendor(s) shall provide products and perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those that are in place. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

While this solicitation specifically covers HVAC Equipment, Installation, Service, & Related Products, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

The scope of this RFP shall include but not limited to the following Product and Services Categories:

- **HVAC Refrigeration** - Rotary, Centrifugal, Scroll, Reciprocating, Absorption

- **Indoor Air Quality Products and Devices** - Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other
- **Unitary** - rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits
- **Air handling** - central station-manufactured or custom makeup air, fan, filter, coil sections
- **Air Terminal Devices and Heating Products** - VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors
- **LED Lighting Products** – area lighting, bulbs, fixtures, other
- **DDC Controls** - core components, end devices, lighting, panels
- **Cooling Towers** Type- open, closed, evaporative, other
- **Pumps** Type- single stage, split case, end suction, inline, circulator, turbines
- **Invertors**
- **Boilers & Water Heaters** - modulating, condensing, cast iron, water tube, packaged and other
- **HVAC Specialty Products** - modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers
- **Equipment Parts and Supplies** - manufactured parts, emergency parts service, miscellaneous material and supplies and other
- **Startup & Commissioning Services** - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other
- **Service & Maintenance** - preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other
- **Installation and Turnkey Contracting** - retrofit, new construction, energy retrofit, controls new- and upgrade and other
- **Warranty Services** - Extended parts & labor (define maximum number of years available), delayed start-up and other
- **Energy Services** -Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other
- **Equipment Rentals** -chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other

- **Financial Services** - leasing, prompt and pre-payment discounts, guaranteed savings and other
- **Professional Services** - Project Management and other
- **Site Surveys** - Equipment, system analysis, operational, and other
- **Balance of line** – include all other products and services offered

II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE)**:**

Event	**Date**
Issue RFP	February 13, 2020
Pre-proposal Conference	March 3, 2020
Deadline for receipt of questions via email	March 5, 2020
Issue Addenda (if required)	TBD
Proposal Due Date	March 24, 2020
Approval from Region 4 ESC	June 23, 2020
Contract Effective Date	October 1, 2020

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions
   Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.
   Contractor: Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.
   Days: calendar days
   Offeror: A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than February 28, 2020. All questions and answers will be posted to https://www.esc4.net/services/purchasing/region-4-omnia-solicitations. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

3. Restricted and Prohibited Communications with Region 4 ESC**:** During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

   The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

   Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

   - Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
   - Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
   - Communications between any Region 4 ESC Director and administrator or employee.

   The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

4. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.

5. Proposal Format: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.

   Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

   Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

   Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

6. **Binder Tabs:**

   Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

   a. Terms and Conditions Acceptance Form (Appendix B)

   Tab 2 – Products/Pricing

   Tab 3 – Performance Capability

   a. OMNIA Partners documents (Appendix D)

   Tab 4 – Qualification and Experience

   a. References

   Tab 5 – Value Add

   Tab 6 – Additional Required Documents (Appendix C)

a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)

b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)

c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)

d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)

e. Any additional agreements Offeror will require Participating Agencies to sign

7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.

8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

   The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of award, these documents will be available for public inspection.

9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:

   a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.

      Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.

   b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

   c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

    Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

    From_____

    Company_____

    Address_____

    City, State, Zip _____

    Solicitation Name and Number _____Due Date and Time_____

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their

withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.

16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.

17. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.

18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).

19. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.

20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

22. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.

23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, Scope of Work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.

24. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.

25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.

26. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

    a) Name, address and telephone number of protester;
    b) Original signature of protester or its representative;
    c) Identification of the solicitation by RFP number;
    d) Detailed statement of legal and factual grounds including copies of relevant documents; and
    e) the form of relief requested.

    Any protest review and action shall be considered final with no further formalities being considered.

IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

   a) Products/Pricing (40 Points)
   b) Performance Capability (30 Points)
   c) Qualification and Experience (20 Points)
   d) Value Add (10 Points)

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

   a) Products/Services/Pricing

   i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

   - Complete Pricing information
     - Provide equipment manufacturer, equipment types and discount of published list price.
     - Define any freight charges.
     - Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for standard working hours (offeror shall describe these hours). Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response.
     - Additionally, the hours for tasks identified in the Scope of Work shall **USE** a benchmark against an established data set (e.g.; RS Means or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RS Means or others) city cost index by ***each respondent's office***(s), territories or district(s) to determine effectiveness of providing these tasks.
     - Include a per diem rate.

- All labor rates will be based on standard hours. Indicate standard hours ____am to _____ pm Monday to Friday.
- Overtime rates (after standard hours and Saturday) _____ x Standard Rates.
- Overtime rates Sunday, Holidays) _____ x Standard Rates.
- Minimum charge of ____ hours for overtime work.
- Products and Services categories to include;

HVAC Refrigeration

- Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating., Absorption)
- Cooling medium (e.g., air, water)
- Brand Name(s)
- Capacity Range (tons)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (KW/Ton)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Indoor Air Quality Products and Devices

- Type (Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.)
- Brand Name(s)
- Capacity Range
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Unitary

- Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits)
- Brand Name(s)
- Capacity Range
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)

- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (EER, SEER, COP)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Air handling

- Type (e.g. central station-manufactured or custom makeup air, fan, filter, coil sections)
- Brand Name(s)
- Fan Types (e.g. Backward incline, Forward curve, airfoil)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Air Terminal Devices and Heating Products

- Type (e.g. VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors)
- Brand Name(s)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

DDC Controls

- Type (core components, end devices, lighting, panels) Brand Name(s)
- System Protocol (BACnet, LonWorks, Proprietary or Combo)
- LAN Communication Structure (Peer-to-peer, Polling)
- Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals)
- Third party interface (Drivers and Gateways)

- Remote alarm and message capabilities
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Detail Features & Benefits

Cooling Towers

- Type (e.g., open, closed, evaporative, other)
- Brand Name(s)
- Capacity Range (tons)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Pumps

- Type (e.g., single stage, split case, end suction, inline, circulator, turbines)
- Brand Name(s)
- Capacity Range (GPM)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Invertors

- Brand Name(s)
- Capacity Range (HP)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Boilers & Water Heaters

- Type (e.g., modulating, condensing, cast iron, water tube, packaged, other)
- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Capacity Range (MBH)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

HVAC Specialty Products

- Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers)
- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Capacity Range (CFM and/or MBH)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

Refrigeration Products

- Display Cases
- Refrigeration Systems
- Glass Doors & Lids
- Walk-in Products
- Others

LED Lighting Products

- LED Area Lights
- Flexible LED Strips
- Ceiling Lighting
- Bulbs, Fixture Products
- Others

Equipment Parts and Supplies

- Type (e.g., manufactured parts, emergency parts service, miscellaneous material and supplies and other)
- Brand Name(s) stocked
- Location of stocking parts
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Percentage of locally stocked parts to delivered parts
- Detail Features & Benefits

Respondents are requested to provide service forms with detailed description of your service offerings. Provide the minimum information as listed for your service categories on the following classifications of service:

Startup & Commissioning Services

- Define process for validation of system or equipment operation to design
- Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

Service & Maintenance

- Type (e.g., preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other)
- Define processes for each type of service and/or maintenance of the system or the equipment
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

Installation and Turnkey Contracting

- Type (e.g., retrofit, new construction, energy retrofit, controls new- and upgrade and other)
- Define processes for each type install of the system or the equipment
- Bonding and licensing capabilities
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

Warranty Services

- Type (e.g., Extended parts & labor (define maximum number of years available), delayed start-up and other)
- Define processes for each type of warranty
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

Energy Services

- Type (e.g., (Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and others)
- Define processes for each type of energy services
- Certifications of personnel
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

Equipment Rentals

- Type (e.g., chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other)
- Brands available
- Locations of rental fleet
- Process of accessing rental fleet during disaster event
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

Financial Services

- Type (e.g., leasing, prompt and pre-payment discounts, guaranteed savings and other)
- Describe type of each funding and availability
- Funding Sources (internal and/or external)
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services

Professional Services

- Describe type of each professional service and availability
- Licensing and certification capabilities
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services

Site Surveys

- Type (e.g., Equipment, system analysis, operational, architectural and other)
- Describe type of survey
- Licensing and certification capabilities
- Advanced technology uses for each type of survey
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services

ii. Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
iii. Is pricing available for all products and services?
iv. Describe any shipping charges.
v. Describe any return and restocking fees.
vi. Describe any promotions, special offers, additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
vii. Describe how customers verify they are receiving Contract pricing.
viii. Describe payment methods offered.
ix. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
x. Describe how future product introductions will be priced and align with Contract pricing proposed.
xi. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

b) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response.

Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
iv. Describe how Offeror responds to emergency orders.
v. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.
vi. Describe Offeror's return and restocking policy.
vii. Describe Offeror's ability to meet service and warranty needs.
viii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
ix. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
x. Describe Offeror's contract implementation/customer transition plan.
xi. Describe the financial condition of Offeror.
xii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
xiii. Describe the Offeror's safety record.
xiv. Provide any additional information relevant to this section.

c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.
ii. Describe Offeror's reputation in the marketplace.
iii. Describe Offeror's reputation of products and services in the marketplace.
iv. Describe the experience and qualification of key employees.
v. Describe Offeror's experience working with the government sector.
vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
viii. Provide any additional information relevant to this section.

d) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the

competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 201X by and between _____ _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____ _____("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the Scope of Work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the Scope of Work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name _____

Address _____

City/State/Zip _____

Telephone No. _____

Email Address _____

Printed Name _____

Title _____

Authorized signature _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

DOC #4 Texas Government Code 2270 Verification Form

DOC #5 Special Conditions

DOC #6 Questionnaire

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be $60,000,000.

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

_____ _____

Date *Authorized Signature & Title*

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company _____

Address _____

_____

Phone _____

Fax _____

Contact

_____
Signature

_____
Printed Name

_____
Position with Company

Official Authorizing Proposal

_____
Signature

_____
Printed Name

_____
Position with Company

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

_____ _____
Signature of Named Authorized Company Representative Date

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minims, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

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

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

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-

assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.
§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance

for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.
§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2

C.F.R.
§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

   a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

   b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

   c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

   d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

10. Procurement of Recovered Materials.

    a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

    b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

    c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

    d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

> (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
>
> (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
>
> (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor

shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number:_____ Fax Number: _____

Printed Name and Title of Authorized Representative:_____

Email Address: _____

Signature of Authorized Representative:_____Date: _____

Appendix C, DOC # 6

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☐Yes ☐No
  (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE ☐Yes ☐No

List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE ☐Yes ☐No

List certifying agency: _____

c. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is a HUB ☐Yes ☐No

List certifying agency: _____

d. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is a HUBZone ☐Yes ☐No

List certifying agency: _____

e**. Other**
Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☐No
List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the Scope of Work outlined in this solicitation? ☐Yes ☐No

Appendix D



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

TO BE ADMINISTERED BY

OMNIA PARTNERS, PUBLIC SECTOR

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A

RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners, Public Sector.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), is requesting proposals for HVAC Equipment, Installation, Service & Related Products. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners, Public Sector's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, Public Sector, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners, Public Sector as a Participating Public Agency in OMNIA Partners, Public Sector's cooperative purchasing program. Registration with OMNIA Partners, Public Sector as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, Public Sector, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners, Public Sector.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, Public Sector, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners, Public Sector's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners, Public Sector.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners, Public Sector reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners, Public Sector to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners, Public Sector intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners, Public Sector marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners, Public Sector sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners, Public Sector contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 4% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners, Public Sector Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $10 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, Public Sector, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners, Public Sector.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners, Public Sector's option, be the basis of award on a national level through OMNIA Partners, Public Sector. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners, Public Sector shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for

any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners, Public Sector).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners, Public Sector's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners, Public Sector designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners, Public Sector and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the

RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners, Public Sector nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of sales persons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

   ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

   iii. Design, publication and distribution of co-branded marketing materials within first 90 days

   iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner

suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT B

ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the

indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this

Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier

may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

EXHIBIT C

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners, Public Sector**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including

but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

EXHIBIT D

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT E

CONTRACT SALES REPORTING TEMPLATE

OMNIA PARTNERS, PUBLIC SECTOR EXHIBITS

EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

OMNIA Partners, Public Sector Contract Sales Monthly Report

Supplier Name:	
Contract Sales Report Month:	
Contract ID:	
Supplier Reporting Contact:	
Title:	
Phone:	
Email:	

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by OMNIA Partners, Public Sector and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause**

provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror

certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

9. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

10. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the

following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

12. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

13. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

14. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

15. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(4) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(5) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(6) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

16. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

17.Byrd Anti-Lobbying Amendment.

c. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

d. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

e. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

f. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted

with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

18.Procurement of Recovered Materials.

g. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

h. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

i. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

j. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

19.Additional FEMA Requirements.

k. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

l. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

m. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

n. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(4) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

20. DHS Seal, Logo, and Flags.

o. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

p. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

21. Compliance with Federal Law, Regulations, and Executive Orders.

q. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the

contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

r. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

22.No Obligation by Federal Government.

s. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

t. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

23.Program Fraud and False or Fraudulent Statements or Related Acts.

u. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

v. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number:_____ _Fax Number: _____

Printed Name and Title of Authorized Representative:_____

Email Address:_____

Signature of Authorized Representative:_____Date: _____

EXHIBIT G

NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date ***Authorized Signature and Title***

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code:_____

State of _____

County of _____

I, _____ *of the*_____
Name *City*

in the County of _____*, State of* _____

of full age, being duly sworn according to law on my oath depose and say that:

I am the _____*of the firm of* _____
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires _____ , 20____

SEAL

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____
_____

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR

CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT

HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT

WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:
ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR

CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR

DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR

HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR

KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)

MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR

OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR

RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR

SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR

WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT

MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT

PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY

HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, April 7, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 1 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, March 24, 2020 @ 2:00 PM Central Time and extended as indicated below and above:

    - Tuesday, April 7, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, April 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 2 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, April 7, 2020 @ 10:00 AM Central Time and extended as indicated below and above:

    - Tuesday, April 14, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 3 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 3 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, April 14, 2020 @ 10:00 AM Central Time and extended as indicated below and above:

    - Tuesday, May 5, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 4

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 4 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 4 is hereby issued as follows:

1. **Proposal Format**: The submission requirement in Section 5 in the "Instructions to Offerors" in this RFP is hereby revised as follows:

   - The requirement for two (2) bound copies is waived.

   - Offeror must submit their complete response on two (2) electronic copies; pin/flash drives. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.

2. **Required Documents**

   - Any document requiring appearance before a notary shall be waived until a later date or upon Region 4 ESC request.

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 5

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Thursday, June 18, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 5 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 5 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, May 5, 2020 @ 10:00 AM Central Time and extended as indicated below and above:

    - Thursday, June 18, 2020 @ 10:00 AM Central Time

2. **Approval from Region 4 ESC**: Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:

    - August 25, 2020 (*tentative and subject to change*)

RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 6

Solicitation Number 20-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
HVAC Equipment, Installation, Services & Related Products

SUBMITTAL DEADLINE: Tuesday, July 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 6 amends the Request for Proposals (RFP) for HVAC Equipment, Installation, Services & Related Products ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for HVAC Equipment, Installation, Services & Related Products. Addendum No. 6 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Thursday, June 18, 2020 @ 10:00 AM Central Time and extended as indicated below and above:

    - Tuesday, July 14, 2020 @ 10:00 AM Central Time

2. **Approval from Region 4 ESC**: Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:

    - August 25, 2020 (*tentative and subject to change*)

RECEIPT OF ADDENDUM NO. 6 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Q&A for RFP 20-04 HVAC

Do we need to include pages 1-21 in our response?

Answer: No.

Do we need to include all of exhibit H, the list of cities in our response?

Answer: It is not necessary to include all agency listings.

Do we need to supply our safety manual in our response?

Answer: See IV. Evaluation Process and Criteria, #2, a. xi. "Provide any additional information relevant to this section." However, if the documents are lengthy a recommendation would be to list current safety manuals or links. Awarded supplier(s) shall provide safety manual information upon Region 4 ESC or Participating Public Agency request.

Do we need to supply copies of all our licenses or a list of all of them for all our partners?

Answer: See IV. Evaluation Process and Criteria, #2, b. xi. "Provide any additional information relevant to this section." However, if the documents are lengthy a recommendation would be to list current licenses in the response. Awarded supplier(s) shall provide licenses upon Region 4 ESC or Participating Public Agency request. See Appendix A, #12 Licenses for further details.

Appendix C, Doc #7 (page 30) states a bid bond is required for applicable construction/reconstruction/renovation and related services. Our surety company is stating since there are no products or services being purchase for a specific owner and/or project for this RFP a bid bond cannot be provided. Since a bid bond cannot be provided what type of documentation would be considered acceptable to Region 4 to meet this requirement?

Answer: A letter of bonding capacity will suffice.

Perhaps a document stating our bonding capacity?

Answer: A letter of bonding capacity will suffice.

Does Region 4 have a specific form they would like completed to meet their intent of Doc #7?

Answer: No.

Section 3.3.L (page 61 and 61 of 122 states to provide the contract sales for the initial three years of the contract. Please define the timeframe of the start of the initial three years. The anticipated start date is Oct. 1, 2020. Is the first year considered Oct. 1, 2020 through Dec. 31, 2020 (3 months) or is the first year considered the first full calendar year (Jan 1, 2021 through Dec. 31, 2021)?

Answer: The Respondent shall determine the timeframe response.

We are not seeing Attached “D” in the RFP, should this read Appendix “D”?

NATIONAL CONTRACT
Region 4 ESC as the Principal Procurement Agency, defined in ATTACHMENT D has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on ATTACHMENT D or as otherwise agreed to. ATTACHMENT D contains additional information about OMNIA Partners and the cooperative purchasing program.

Can you please clarify.

Answer: Yes, it should be Appendix D.

region 4

BID/PROPOSAL SIGN IN SHEET

RFP# 20-04 HVAC

Thursday, February 13, 2020 2:00 PM CST

	Name of Company	Printed Name	Signature
1	Region 4 ESC	Crystal Wallace	Crystal Wallace
2	Region 4 ESC	Lynn Clarke	Lynn Clarke
3	Omnia Partners	Christine Beraudo	
4	APS Building Services	Gabriel Ordonez	
5	APS Building Services	Kevin Wheeler	
6	Sun Mechanical	Ray Blair	Zoom
7	Sun Mechan	Jack	
8	Sun Mechan	Rick Cole	
9	Plug Smart	Lauren	
10	Dikien	Dewayne	
11	Dikien	Gabe	
12	Sun Mech	Jack	
13	Dikien	Andrew	
14	~~Sun Mech~~	R Cole	
15	Plug Smart	Mark	
16	Multicraft Contractors	Michael Jones	
17			

TD Industries Andy Elmore

region 4

BID/PROPOSAL RECEIPT LIST

20-04 HVAC

Tuesday, July 14, 2020 **10:00 AM CST**

	Received Bid/Proposal - Name of Company	Description of Receipt (# of boxes and/or Envelopes)	Date and Time Received
1	Johnson Controls	Fedex Brown Box	July 13, 2020 10:00 AM
2	Sun Mechnical	Fedex Box	July 10, 2020 10 AM
3	Blue Box Air	Fed ex envelope	July 13, 2020 3pm
4	Dai Kin Applied Americas	UPS Box	July 9, 2020 10 AM
5	Schwab, Vollhaber, Lubratt	Fed ex Box	July 14, 2020 8 AM
6	Haci Mechnical	Fedex Box	July 13, 2020 3pm
7	TD Industries	small box	July 14, 2020 9 AM
8	APS Building Svks.	Small box	July 14, 2020 8 AM
9			
10			
11			
12			
13			
14			
15			
16			
17			

region 4

BID/PROPOSAL SIGN IN SHEET

RFP# R20-04 HVAC

Tuesday, July 14, 2020 10:00 AM

	Name of Company	Printed Name	Signature
1	ESC, Region 4	Lynn Clarke	Lynn Clarke
2	"	Robert Zinglemen	
3	Region 4 ESC	Crystal Wallace	Crystal Wallace
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

ORIGIN ID:MKEA (414) 232-7608
TONY OLVEDA
JOHNSON CONTROLS
507 E MICHIGAN ST

MILWAUKEE, WI 53202
UNITED STATES US

SHIP DATE: 10JUL20
ACTWGT: 0.50 LB
CAD: 113968868/WSXI3200
DIMS: 9x7x5 IN

BILL SENDER

TO CRYSTAL WALLACE
REGION 4 ESC
7145 WEST TIDWELL ROAD

HOUSTON TX 77092
(713) 462-7708 REF: 0344
INV:
PO: N/A DEPT:

5536017B/FE4A

FedEx Express

MON - 13 JUL 8:00A
FIRST OVERNIGHT

TRK# 0201 3947 0446 5472

X1 LKSA

77092
TX-US IAH

DUANE ROTHSTEIN
(952) 261-9313
THE UPS STORE #6485
712 VISTA BLVD
WACONIA MN 55387-4559

Daikin

1 LBS 1 OF 1
SHP WT: 1 LBS
DATE: 07 JUL 2020

SHIP ATTN CRYSTAL WALLACE
TO: REGION 4 ESC
7145 W TIDWELL RD

HOUSTON TX 77092-2096

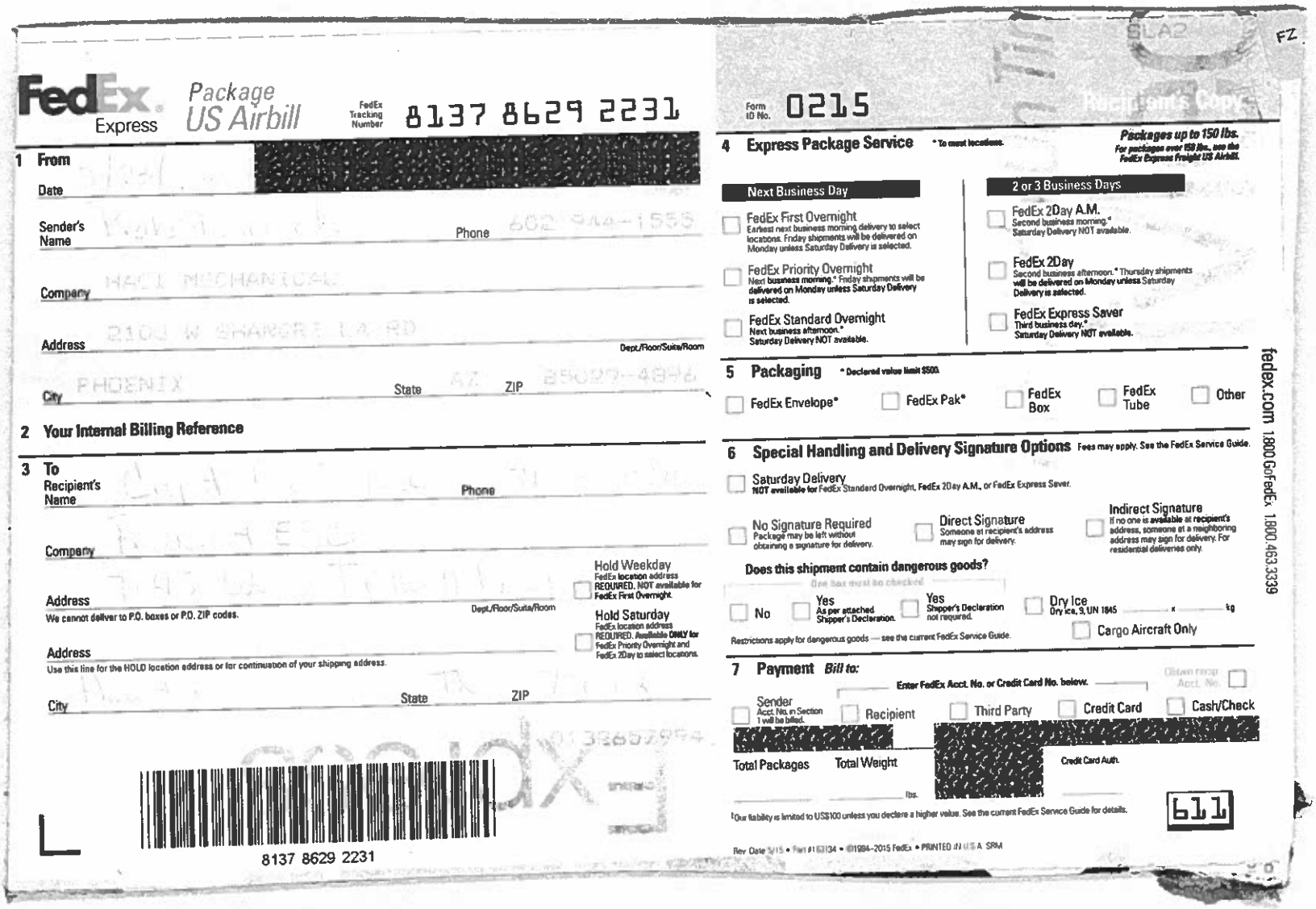
TX 770 9-40

UPS 2ND DAY AIR 2
TRACKING #: 1Z EF8 349 35 1268 5812

BILLING: P/P
SIGNATURE REQUIRED

ISH 13.00N ZZP 450 28.5U 04/2020

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.
0000 0621



FedEx Express Package US Airbill

FedEx Tracking Number 8137 8629 2231

Form ID No. 0215

Recipient's Copy

1 From

Date

Sender's Name

Phone

Company

Address

Dept./Floor/Suite/Room

City State ZIP

2 Your Internal Billing Reference

3 To

Recipient's Name

Phone

Company

Address

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Suite/Room

Address

Use this line for the HOLD location address or for continuation of your shipping address.

City State ZIP

Hold Weekday
FedEx location address REQUIRED. NOT available for FedEx First Overnight.

Hold Saturday
FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

8137 8629 2231

4 Express Package Service * To most locations.

Packages up to 150 lbs.
For packages over 150 lbs., use the FedEx Express Freight US Airbill.

Next Business Day

- FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.
- FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless Saturday Delivery is selected.
- FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

- FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
- FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.
- FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.

FedEx Envelope* FedEx Pak* FedEx Box FedEx Tube Other

6 Special Handling and Delivery Signature Options Fees may apply. See the FedEx Service Guide.

Saturday Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

No Signature Required — Package may be left without obtaining a signature for delivery.

Direct Signature — Someone at recipient's address may sign for delivery.

Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods?

One box must be checked.

No Yes — As per attached Shipper's Declaration. Yes — Shipper's Declaration not required. Dry Ice — Dry ice, 9, UN 1845 ____ x ____ kg

Restrictions apply for dangerous goods — see the current FedEx Service Guide.

Cargo Aircraft Only

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below.

Obtain recip Acct. No.

Sender Acct. No. in Section 1 will be billed. Recipient Third Party Credit Card Cash/Check

Total Packages Total Weight lbs.

Credit Card Auth.

† Our liability is limited to US$100 unless you declare a higher value. See the current FedEx Service Guide for details.

611

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fedex.com 1.800.GoFedEx 1.800.463.3339

ORIGIN ID:TRLA (310) 956-5342
BLUE BOX AIR
BLUE BOX
3927 MAIN ST SUITE 130

DALLAS, TX 75226
UNITED STATES US

SHIP DATE: 10JUL20
ACTWGT: 1.00 LB
CAD: 113052063/INET4220

BILL SENDER

TO CRYSTAL WALLACE
REGION 4 ESC
7145 WEST TIDWELL ROAD

HOUSTON TX 77092
(214) 620-9242 REF: REGION 4 RFP
INV:
PO: DEPT:

56BJ2/17B7/FE4A

FedEx Express

MON - 13 JUL 3:00P
STANDARD OVERNIGHT

TRK# 0201 7709 2479 4927

77092
IAH

SF LKSA

TX-US

FedEx Ship Manager - Print Your Label(s)

7/10/2020

ORIGIN ID:JDTA (651) 481-8000
SVL RECEPTION
SCHWAB VOLLHABER LUBRATT, INC
2920 CENTRE POINTE DRIVE

ROSEVILLE, MN 55113
UNITED STATES US

SHIP DATE: 13JUL20
ACTWGT: 10.00 LB
CAD: 5798533/INET4220

BILL SENDER

TO REGION 4 ESC
REGION 4 ESC
7145 WEST TIDWELL ROAD

HOUSTON TX 77092
(651) 481-8000 REF:
INV:
PO: DEPT:

56BJ3/C6A6/FE4A

FedEx Express

TUE - 14 JUL 8:00A
FIRST OVERNIGHT

TRK# 0201 7709 4130 6588

77092
IAH

X1 LKSA

TX-US

FedEx Ship Manager - Print Your Label(s)

7/13/2020

602

To: Region 4 ESC
Attention: Robert Zingelmann/Crystal Wallace
7145 W. Tidwell Rd.
Houston, TX 77092

From: Lorraine Vuong
TDIndustries, Inc.
9525 Derrington Rd.
Houston, TX 77064

Solicitation: HVAC Equipment, Installation, Service & Related Products
Solicitation# 20-04
Due: 7-14-20 at 10:00 am CST

FROM: APS Building Services
Gabriel Ordonez
11050 W. little York
Building P
Houston, TX 77041

BILLING: P/P

[redacted] Region 4
7145 West Tidwell
Houston Tx 77092
RFP Solicitation 20-04
Due: Tuesday, July 14th 2020
10 AM. Central Time

RICHARD COLE
5668 N CAMINO ARTURO
TUCSON, AZ 85718
UNITED STATES US

ACTWGT: 15.00 LB
CAD: 6997776/SSF021

BILL CREDIT CARD

TO
REGION 4 ESC
7145 WEST TIDWELL RD
HOUSTON TX 77092

Sun
Mechanical

(000) 000-0000
INV:
PO:
REF:
DEPT:

Fe

FRI - 10 JUL 1
PRIORITY OVERI

TRK# 0201 3946 6325 5093

XH LKSA

7

TX-US

USFR Compliance Questionnaire for RFP#20-04
HVAC Equipment, Installation, Service and Related Products

	YES/NO	COMMENTS
1. Based upon review of this contract for the procurement of construction, materials, and/or services that exceeded $100,000, did the cooperative follow the School District Procurement Rules (R7-2-1001 et seq)?	YES	
a. For this contracts awarded through competitive sealed bidding or competitive sealed proposals, did the cooperative:		
1) Give adequate notice of the invitation for bid (IFB) or request for proposal (RFP)? R7-2-1022 or R7-2-1042(C)	YES	Ads & Affidavits
2) Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any? R7-2-1023	YES	Bidders List
3) Issue the IFB or RFP at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was determined necessary? R7-2-1024(A) or R7-2-1042(B)	YES	RFP Document, Page 1
4) Include all required information in the IFB or RFP? (Note: If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1024(B) or R7-2-1042(A)	YES	RFP Document
5) Stamp sealed bids or proposals with the time and date upon receipt and store bids or proposals unopened until the due date and time set for opening? R7-2-1029 or R7-2-1045	YES	Time Stamped Responses
6) If a multiple award was made for the IFB or RFP:		
i. Did the cooperative establish and follow procedures for the use of multiple award contracts? R7-2-1031(D) and R7-2-1050(C)	YES	Multi-Award Justification
ii. Did the cooperative include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative's basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? R7-2-1031(C) and R7-2-1050(B)	YES	RFP Doc; XXI, page 12
iii. Determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members and retain documentation that supported the basis for a multiple award? R7-2-1031(D)	YES	Multi-Award Justification
iv. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? R7-2-1031(D) and R7-2-1050(C)	YES	

	YES/NO	COMMENTS
7) For contracts where only one responsive bid or proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for resolicitation, and retain documentation that supported the basis for the determination? R7-2-1032 or R7-2-1046(A)(1)	N/A	
b. For this contract awarded through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in **all** material respects, to the requirements and evaluation criteria set forth in the IFB? (**Note:** If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1031	N/A	
c. For this contract awarded through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative's members based on the factors set forth in the RFP and retain documentation that supported the determination? R7-2-1050	YES	Recommendation of Contract Award
2. Did the cooperative have signed conflict-of-interest disclosures filed for any employee or nonemployee evaluation committee members? R7-2-1008 and R7-2-1015	YES	Evaluation Committee Member Statements
3. If the cooperative used a qualified select bidders list to procure construction services, did the cooperative comply with requirements of R7-2-1101?	N/A	
4. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of R7-2-1100 through R7-2-1115?	N/A	
5. If the cooperative procured goods and services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of R7-2-1018, R7-2-1021, or R7-2-1041?	N/A	
6. For purchases made through the Simplified School Construction Procurement Program, did the cooperative follow the requirements of R7-2-1033? (**Note:** If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.)	N/A	
7. If the cooperative used multi-term contracts for any of the contracts tested in question 1:		
a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(K) and R7-2-1093	YES	RFP Document, Appendix A
b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing, before the procurement solicitation was issued, that a contract of longer duration would be advantageous to its members? A.R.S. §15-213(K) and R7-2-1093	N/A	
8. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original solicitation? R7-2-1011	YES	

	YES/NO	COMMENTS
9. Did the cooperative maintain current cooperative purchasing agreements with participating school districts? R7-2-1191 through R7-2-1195	YES	

For questions 10 and 11: If the cooperative had any emergency or sole source procurements, the audit firm must test <u>all</u> such procurements.

10. Based upon review of any emergency procurements, was the basis for each emergency procurement reasonable; did the cooperative maintain a written statement for each emergency procurement documenting the basis for the emergency, the selection of the particular contractor, and why the price paid was reasonable; and was such statement signed by the individual authorized to initiate emergency procurements? R7-2-1055 and R7-2-1056	N/A	
11. Based upon review of any sole source procurements, was the basis for the sole source procurement reasonable, and did the cooperative retain its written determination that there was only one source for the required materials, service, or construction items? R7-2-1053	N/A	

region 4

Bid Tab Summary

RFP #20-04 HVAC Equipment, Installation, Services & Related Products

Description	Total Weighted Value	APS Building Services, Inc	BLUE BOX AIR, LLC	*Daikin Applied Americas Inc.*	*HACI Service LLC.*	*Johnson Controls, Inc.*	*Sun Mechancial Contracting, Inc.*	*SVL, Inc.*	*TDIndustries, Inc.*
Products/Pricing	40	31	31	38	29	37	31	32	37
Performance Capability	25	18	23	28	17	26	17	22	28
Qualification & Experience	25	15	15	19	15	17	16	15	17
Value Add	10	5	4	9	6	8	6	5	7
Total	100	69	73	94	67	88	70	74	89

It is recommended that the following contract award be made:

Contract

HVAC Equipment, Installation, Services & Related Products

Award

Daikin Applied Americas Inc.
Johnson Controls, Inc.
TDIndustries, Inc.

Arizona Business Gazette
The business resource

PO BOX 194
Phoenix, Arizona 85001-0194
(602) 444-7315 FAX (602) 444-5901

PNI-Arizona Business Gazette

AFFIDAVIT OF PUBLICATION

PHASE:3
109 WESTPARK DRIVE, SUITE 360
BRENTWOOD, TN 37027

Order # 0004048936 **# of Affidavits** 1

P.O #

Published Date(s):

02/13/20

STATE OF WISCONSIN
COUNTY OF BROWN } **SS.**

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.

Sworn to before me this

13 TH day of
FEBRUARY 2020

Notary Public

My Commission expires: 8-25-23

SHELLY HORA
Notary Public
State of Wisconsin

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide HVAC Equipment, Installation, Service & Related Products (RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com
PRE-PROPOSAL CONFERENCE:
Tuesday, March 3, 2020, 10:00 am local time, Region 4 ESC 7145 West Tidwell Road, Houston, TX 77092.
PROPOSAL DUE DATE:
March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.
Pub: Feb 13, 2020

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84170
FED.TAX I.D.# 87-0217663

Deseret News | Utah Media Group | The Salt Lake Tribune

801-204-6910

PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER	DATE
PHASE 3 109 WESTPARK DR STE 360 BRENTWOOD, TN 37027	9001501174	3/16/2020

ACCOUNT NAME			
PHASE 3			
TELEPHONE		ORDER # / INVOICE NUMBER	
6155674070		1285764	1285764
SCHEDULE			
2/13/2020	START	2/13/2020	END
CUSTOMER REFERENCE NUMBER			
RFP# 20-04			
CAPTION			
REQUEST FOR PROPOSALS			
SIZE			
30	LINES	1.00	COLUMN(S)
TIMES		TOTAL COST	
2		60.00	

REQUEST FOR PROPOSALS

The **Region 4 Education Service Center (ESC), Houston, TX** is requesting proposals from qualified and experienced firms to provide **HVAC Equipment, Installation, Service & Related Products** (RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com

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PROPOSAL DUE DATE:
March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **LEGAL NOTICE** FOR **PHASE 3** WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO PUBLISHED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINATELY.

PUBLISHED ON	02/13/20
SIGNATURE	
DATE	3/16/2020

STATE OF UTAH
COUNTY OF SALT LAKE
SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 16TH DAY OF MARCH IN THE YEAR 2020
BY JAE LEVI

NOTARY PUBLIC SIGNATURE

JAE LEVI
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 05/29/2022
Commission # 700608

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL
DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
HVAC EQUIPMENT, INSTALLATION, SERVICE & RELATED PRODUCTS
Region 4 Education Service Center; Bid Location Houston, TX, Harris County; Due 03/24/2020 at 02:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

2/14/2020

REGION 4 EDUCATION SERVICE CENTER
HVAC EQUIPMENT, INSTALLATION, SERVICE & RELATED PRODUCTS
Proposals Due 2:00 pm, March 24, 2020
REQUEST FOR PROPOSALS

The **Region 4 Education Service Center (ESC), Houston, TX** is requesting proposals from qualified and experienced firms to provide **HVAC Equipment, Installation, Service & Related Products** (RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com

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PROPOSAL DUE DATE: March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.

Published Feb. 14, 2020. 11852495

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **14th** DAY OF **February, 2020**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC - OREGON
COMMISSION NO. 981091
MY COMMISSION EXPIRES NOVEMBER 05, 2022

Sydney Rubin
National Ipa
109 Westpark Dr Ste 360
Brentwood, TN 37027-5062

Order No.: 11852495
Client Reference No:

Page	:	1 of 1 02/07/2020 16:23:32	**Ad Number**	:	11029978
			Ad Key	:	
Order Number	:	20467920	**Salesperson**	:	Legal - Legals - Helena
PO Number	:		**Publication**	:	Independent Record
Customer	:	60036285 Phase 3 Marketing & Communica	**Section**	:	Class Section
Contact	:	Sydney Rubin	**Sub Section**	:	Legal
Address1	:	109 Westpark Drive	**Category**	:	9999 Legals
Address2	:	Suite 360	**Dates Run**	:	02/13/2020-02/13/2020
City St Zip	:	Brentwood TN 37027	**Days**	:	1
Phone	:	[redacted]	**Size**	:	2 x 1.55, 14 lines
Fax	:		**Words**	:	92
	:		**Ad Rate**	:	Legal Line
Printed By	:	Billie Jo Williams	**Ad Price**	:	53.92
Entered By	:	Crystal Gray	**Amount Paid**	:	0.00
			Amount Due	:	53.92
Keywords	:	The Region 4 Education Service Center (ESC), Houst			
Notes	:				
Zones	:				

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **HVAC Equipment, Installation, Service & Related Products** (RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com

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PROPOSAL DUE DATE:
March 24, 2020, BEFORE 2:00 PM CENTRAL TIME
February 13, 2020 **MNAXLP**

AFFIDAVIT OF PUBLICATION

STATE OF MONTANA,
County of Lewis & Clark

Crystal Gray

Being duly sworn, deposes and says;

That she is the principal clerk of the Independent Record, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the advertisement therof:

That the Legal Notice

a true copy of which is hearto annexed, was published in said newspaper on the following dates: viz.:

February 13, 2020

making in all_1_ publication(s)

Subscribed and sworn to me this _13_ day of _February_, 2020.

Billie Jo Williams

Notary Public for the State of Montana
Printed Name: Billie Jo Williams
Residing at Clancy, Montana 59634
My commission expires August 31, 2022

(Notary Seal)

BILLIE JO WILLIAMS
NOTARY PUBLIC for the
State of Montana
Residing at Clancy, Montana
My Commission Expires
August 31, 2022

Certificate of the Publisher

The Herald-News

Description:RFP 20-04
1751071
RFP 20-04

PHASE 3 MARKETING & COMMUNICATIONS
P O BOX 680758
MARIETTA GA 30068

Shaw Media certifies that it is the publisher of The Herald-News. The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on
02/13/2020

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.
In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on
13th day of February, A.D. 2020

Shaw Media By:

J. Tom Shaw, Publisher

Account Number 10174037 Amount $69.44

PUBLIC NOTICE

The **Region 4 Education Service Center (ESC), Houston, TX** is requesting proposals from qualified and experienced firms to provide **HVAC Equipment, Installation, Service & Related Products** (RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com

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PROPOSAL DUE DATE: March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.

(Published in Herald-News February 13, 2020)
1751071

612

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
RFP No. 20-04; HVAC Equipment, Installation, Service & Related Products

STATE OF HAWAII }
} SS.
City and County of Honolulu }

Doc. Date: FEB 13 2020 **# Pages:** 1
Notary Name: Patricia K. Reese First Judicial **Circuit**
Doc. Description: Affidavit of Publication

Notary Signature — FEB 13 2020 Date

PATRICIA K. REESE NOTARY PUBLIC No. 86-467 STATE OF HAWAII

Gwyn Pang being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

Honolulu Star-Advertiser 1 times on:
02/13/2020
MidWeek 0 times on:
The Garden Island 0 times on:
Hawaii Tribune-Herald 0 times on:
West Hawaii Today 0 times on:
Other Publications: 0 times on:

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **HVAC Equipment, Installation, Service & Related Products** (RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com

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PROPOSAL DUE DATE:
March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.
(SA1265244 2/13/20)

And that affiant is not a party to or in any way interested in the above entitled matter.

Gwyn Pang

Subscribed to and sworn before me this 13 day of February A.D. 2020

Patricia K. Reese, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Oct 07, 2022

PATRICIA K. REESE NOTARY PUBLIC No. 86-467 STATE OF HAWAII

Ad # 0001265244

ICSP.NO.:_____

HC MEDIA GROUP
HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

PHASE 3 MARKETING COMMUNICAT 0000210684 HC085601320
RAN A LEGAL NOTICE
SIZE BEING: 2 x10 L

Product	Date	Class	Page
CNCY-Cypress Creek Mirror (Cypress/Cy-F	Feb 19 2020	Legal Notices	
CNCH-Cypress Creek Mirror (Champions/Kl	Feb 19 2020	Legal Notices	
CNPM-Magnolia Potpourri	Feb 19 2020	Legal Notices	
CNPO-Tomball Potpourri	Feb 19 2020	Legal Notices	
CNCY-Cypress Creek Mirror (Cypress/Cy-F	Feb 26 2020	Legal Notices	
CNCH-Cypress Creek Mirror (Champions/Kl	Feb 26 2020	Legal Notices	
CNPM-Magnolia Potpourri	Feb 26 2020	Legal Notices	

Product	Date	Class	Page
CNPO-Tomball Potpourri	Feb 26 2020	Legal Notices	

Victoria Bond AR Clerk

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 3rd Day of March A.D. 2020



Veronica Tyrone-Stovall

Notary Public in and for the State of Texas

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **HVAC Equipment, Installation, Service & Related Products** (RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com
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PROPOSAL DUE DATE:
March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

PHASE 3 MARKETING & COMM
SUITE 360
109 WESTPARK DRIVE
BRENTWOOD TN 37027

Account # **170430**
Ad Number **0001092299**

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 02/13/2020 to 02/13/2020, on the following days:

02 / 13 / 20

REQUEST FOR PROPOSALS

The **Region 4 Education Service Center (ESC), Houston, TX** is requesting proposals from qualified and experienced firms to provide **HVAC Equipment, Installation, Service & Related Products** (RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com

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PROPOSAL DUE DATE: March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.

PUB: Feb. 13, 2020
LV Review-Journal

/S/ _____
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 13th day of February, 2020

Notary _____

MARY A. LEE
Notary Public, State of Nevada
Appointment No. 09-8941-1
My Appt. Expires Dec 15, 2020

PHASE 3 MARKETING AND COMMUNICATIONS
109 WESTPARK DRIVE, SUITE 360
BRENTWOOD, TN 37027

Acct Number	65600
Ad Number	0000880472
Insertions	1
Total	$17.40

AFFIDAVIT OF PUBLICATION,
NEW JERSEY, SUSSEX COUNTY, ss

Jaime Kerr, of full age being duly sworn, did depose and say that the notice hereto attached was published in THE NEW JERSEY HERALD and/or NEW JERSEY SUNDAY HERALD a newspaper printed and circulated in said county on:

ADNUMBER	Publication	Page	Date
0000880472-01			02/13/2020

NOTICE

The **Region 4 Education Service Center (ESC), Houston, TX** is requesting proposals from qualified and experienced firms to provide **HVAC Equipment, Installation, Service & Related Products** (RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com

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Feb. 13, 2020 pf$9.90
0000880472 NJH

Subscribed and sworn to me before this date: 02/12/2020

Notary: Date: 02/12/2020

Brittany L Weiss
NOTARY PUBLIC
State of New Jersey
ID # 50118581
My Commission Expires December 17, 2024

Richmond Times-Dispatch

Advertising Affidavit

Account Number
6067881

300 E. Franklin Street
Richmond, Virginia 23219
(804) 649-6208

Date
February 13, 2020

OMNIA
109 WESTPARK DRIVE
SUITE 360
BRENTWOOD, TN 37027

Date	Category	Description	Ad Size	Total Cost
02/22/2020	Propos-Sld Bids-RFP	The Region 4 Education Service Center (ESC), Houston, TX is	2 x 0 L	98.20

The **Region 4 Education Service Center (ESC), Houston, TX** is requesting proposals from qualified and experienced firms to provide **HVAC Equipment, Installation, Service & Related Products** (RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com
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PROPOSAL DUE DATE:
March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.

Publisher of the Richmond Times-Dispatch

This is to certify that the attached The Region 4 Education Se **was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:**

02/13/2020

The First insertion being given ... 02/13/2020

Newspaper reference: 0001061845

Sworn to and subscribed before me this Thursday, February 13, 2020

Kimberly B Harris
Notary Public

Billie Johnson
Billing Representative

Kimberly B. Harris
NOTARY PUBLIC
Commonwealth of Virginia
Notary Registration Number 356753
Commission Expires January 31, 2021

State of Virginia
City of Richmond
My Commission expires _____

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408
Telephone (909) 889-9666 / Fax (909) 884-2536

SYDNEY RUBIN
PHASE 3 MARKETING & COMMUNICATIONS/NIPA
109 WESTPARK DRIVE SUITE 360
BRENTWOOD, TN - 37027

SB #: 3341741

The **Region 4 Education Service Center (ESC), Houston, TX** is requesting proposals from qualified and experienced firms to provide **HVAC Equipment, Installation, Service & Related Products (**RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com
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PROPOSAL DUE DATE: March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.
2/13/20

SBS-3341741#

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:

RFP No. 20-04

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

02/13/2020

Executed on: 02/13/2020
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

Email

* A 0 0 0 0 0 0 5 3 5 6 3 2 3 *

STATE OF WASHINGTON -- KING COUNTY

--ss.

382015 No.

PHASE 3 MARKETING & COMM.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:20-04 HVAC EQUIPMENT

was published on

02/13/20

The amount of the fee charged for the foregoing publication is the sum of $81.60.

JENNIFER A BARNES
96738
NOTARY PUBLIC
COMM. EXPIRES 10-24-23
STATE OF WASHINGTON

Subscribed and sworn to before me on

02/13/2020

Notary public for the State of Washington,
residing in Seattle

Region 4 Education Service Center (ESC), Houston, TX

HVAC Equipment, Installation, Service & Related Products

Proposals Due: March 24

The **Region 4 Education Service Center (ESC), Houston, TX** is requesting proposals from qualified and experienced firms to provide **HVAC Equipment, Installation, Service & Related Products (**RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com

PRE-PROPOSAL CONFERENCE: Tuesday, March 3, 2020, 10:00 am local time, Region 4 ESC 7145 West Tidwell Road, Houston, TX 77092.

PROPOSAL DUE DATE: March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.

Date of publication in the Seattle Daily Journal of Commerce, February 13, 2020.

2/13(382015)

CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge or published daily in THE TIMES-PICAYUNE/ THE NEW ORLEANS ADVOCATE, in New Orleans Louisiana, or published daily in THE ACADIANA ADVOCATE in

02/13/2020

, Public Notices Representative

Sworn and subscribed before me by the person whose signature appears above

2/19/2020

M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite

M. MONIC McCHRISTIAN NOTARY PUBLIC NOTARY NO. 88293 STATE OF LOUISIANA

PHASE 3 MARKETING & COMM	418353-01
SYDNEY RUBIN 109 WESTPARK DR STE 360 BRENTWOOD, TN 37027	

PUBLIC NOTICE

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide HVAC Equipment, Installation, Service & Related Products (RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at

www.esc4.net

or

www.omniapartners.com

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PROPOSAL DUE DATE: March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.

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Account #	Ad Number	Identification
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Attention: Sydney Rubin

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MARIETTA, GA 30068

Request For Proposals

The **Region 4 Education Service Center (ESC), Houston, TX** is requesting proposals from qualified and experienced firms to provide **HVAC Equipment, Installation, Service & Related Products** (RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com

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PROPOSAL DUE DATE: March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.
4559262

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

February 13, 2020

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 19th day of February in the year of 2020

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

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ATTN: SYDNEY RUBIN
BRENTWOOD, TN 37027

Account Number: 600120168
Order Number: 0004098402
Order Invoice Text: OMNIA Partners - RFP

T Tomes / R Bernard / T Duquette / P Sheehan / A Rubel of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regulary published in the said ALBANY TIMES UNION on the following dates

02-13-2020

Phoebe Sheehan 2/14/2020

Sworn to before me, this 14 day of Feb 2020

Notary Public
Albany County

SUSAN QUINE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No 01QU6396414
Qualified in Rensselaer County
Commission Expires August 19, 2023

626

The **Region 4 Education Service Center (ESC), Houston, TX** is requesting proposals from qualified and experienced firms to provide **HVAC Equipment, Installation, Service & Related Products** (RFP No. 20-04). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com

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PROPOSAL DUE DATE:
March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.

TU1t 4098402

March 6th 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

The RFP #20-04 public notice was published within said newspaper in the Public Notice Section of the on the following date(s):

2/13/2020

Don Whitman

On this the 6th day of March 2020, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.

Camika Winter
State of Florida
County of Pinellas

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

Johnson energized for final Cup spin

Michelle R. Martinelli
USA TODAY



Jimmie Johnson is optimistic as he approaches his final full-time season in the NASCAR Cup Series. JOHN DAVID MERCER/USA TODAY SPORTS

DAYTONA BEACH, Fla. – No matter what happens in the 2020 NASCAR Cup Series season, Jimmie Johnson will retire as one of racing's greatest drivers ever with a record-tying seven championships and 83 wins. But he's not about to let up now.

Johnson announced in November that he'll retire from full-time Cup racing at the end of the 2020 season – which opens with Sunday's Daytona 500 (2:30 p.m. ET, Fox) – although he's made it clear he's not done competing and is open to trying out other styles of racing.

But for the next nine months, his focus is on bouncing back from a recent two-year slump and winning (at least) one more Cup Series race, which would move him into a three-way tie for No. 5 all time with Darrell Waltrip and Bobby Allison.

His first checkered flag since 2017 would also automatically qualify him for the playoffs and give him a shot at a record-breaking eighth championship.

USA TODAY Sports spoke with the seven-time champ Wednesday at Daytona International Speedway about his final season and the new mindset he's embracing.

(Note: This interview has been condensed and edited for clarity.)

Does the start to this season feel any different knowing it's your last full-time run?

Johnson: Pulling in, the flight down, media day, talking about it a lot – I told myself in the offseason I wanted to be present and aware of these opportunities and let it in, so it's there. There's so much excitement in my heart about it all that it's really fun and is bringing energy to me and the team. I know as the year goes on, it will become more emotional, but right now it's just bringing a ton of energy.

Is that nervous or positive energy, and how does it compare to how past Daytona 500s have felt?

Johnson: I haven't been in the trenches yet racing and worried about performance, so I haven't had any nerves yet. It's all been euphoria, unicorn-level stuff of just being happy and great. So I know once we go racing, especially when we get to (Las) Vegas (Motor Speedway, for the second race of the season), the reality of the season, the reality of performance will be there. I'll get knocked down, but right now I'm certainly riding a high of euphoria.

With all that energy, what's the one thing you're most excited about going into this season?

Johnson: Experiencing this year with the people that mean so much to me: Family, (team owner) Rick (Hendrick), my crew guys. To have this bond – the years, the time, the depth of our experience and relationships – the people part of this is what I'm most excited for.

What are you most scared about?

Johnson: I think I'm fearful that I'm not going to be present and enjoy the moments because I'm going to be so worried about competition. So I think that's my biggest challenge. If we get off to a quick start and we win, it's going to be very easy. But if we don't get off to the start that we want, how do I enjoy these moments and not be caught in the competitive side too much?

You recently said you're moving away from the "Chasing 8" mentality in this final season. Have your goals for the season changed if your mindset has?

Johnson: What I didn't recognize is after we won seven, with the notion of being a stand-alone champion at eight, I started chasing something then, and, indirectly, we had come up with this hashtag #Chasing8.

And I had the clarity over the offseason of like, "Holy smokes! I've been out of character." That's not anything I've ever done. I've always just showed up to race and have fun. And that's where I've done my best work. That's where I've won seven championships. That's what I'm going back to.

What's Jimmie Johnson doing 10 years from now?

Johnson: That's a great question. I don't even know what I'm doing next year. Ten years, kids are 19 and 16. I'll be fearful of my girls dating, fearful of them driving, worrying about which college they're going to. Dad stuff.

Would you have any interest in returning to Hendrick in an executive leadership position?

Johnson: I've not played that role to date. I'm not against it either, but it's family, it's home. I still, in the coming years, want to compete, so I'm not sure how that really works. But I wouldn't rule it out. Hendrick's home, Hendrick's family, so I'd consider it.

Do you think you'd be OK if you didn't win one more race?

Johnson: I wouldn't have a choice.

NASCAR legend Johnson has itch for IndyCar

Scott Horner
The Indianapolis Star
USA TODAY Network

Jimmie Johnson to the Indianapolis 500? No way.

But as for other IndyCar races ...

The seven-time NASCAR Cup Series champion and four-time Brickyard 400 winner visited NTT IndyCar Series testing Tuesday in Austin, Texas. He expressed interest in tackling road course racing.

"I'm definitely learning," Johnson told the media Tuesday. "This is a totally different world than what I've been used to, but it's a world I dreamed of racing in when I was a kid growing up in San Diego. My heroes were the guys that raced in the Indy 500. I'd go to the Long Beach Grand Prix and watch, hang out and wanted to be in a car going by."

The 44-year-old announced in November that 2020 will be his last full-time season as a Cup Series driver. Sunday at Daytona International Speedway, Johnson posted the fourth-fastest speed in Daytona 500 qualifying.

Johnson is keen on venturing into other forms of racing.

"For me, this is a learning experience and (IndyCar) has always been a bucket list category for me to come see these cars, be around these cars," he said. "(Next year) is open for me and who knows what opportunity might come along in IndyCar, sports cars or back to my off-road roots. I'm just taking it all in and see what comes of it."

He said he has "closed the door" on oval racing after he's done with the Cup Series.



Jimmie Johnson hangs out with driver Robert Wickens during NTT IndyCar Series testing at Circuit of The Americas on Tuesday. JONATHAN FERREY/GETTY IMAGES

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NOTICES

PUBLIC NOTICE

OVERHEAD CONSTRUCTION

Oklahoma Electric Cooperative (OEC) in Norman, Okla., is a distribution electric utility serving members in central Oklahoma. OEC is seeking requests for proposals (RFPs) from qualified power line construction contractors for overhead construction and storm restoration for 2020-2022. At least four crews consisting of 5 to 6 individuals each are desired. RFPs are due no later than 1 p.m. CST Thursday, Feb. 27.

Please contact Joe Tarp, Manager of Overhead Construction, at 405-217-6673 or jtarp@okcoop.org for information on specific requirements and RFP respondent instructions.

All RFP submissions should be sent to Tracy Mowdy at mowdyt@okcoop.org.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at **www.tips-usa.com** for the following categories:

200201	Trades, Labor and Materials JOC
200202	Grounds and Turf Maintenance Equipment, Parts and Repair Services
200203	Security Systems Products and Services
200204	Sports, Activity Equipment and Related Services
200205	Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC
200206	New Buses and other Transportation Vehicles
200207	Used Buses and other Transportation Vehicles
200208	Bus and other Transportation Vehicle Parts and Service
200209	Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time.
Call 866-839-8477 for problems with website or questions.

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Call: **1-800-397-0070**

PUBLIC NOTICE

The **Region 4 Education Service Center (ESC)**, Houston, TX is requesting proposals from qualified and experienced firms to provide

Elevator Industry Equipment, Repair, Related Products and Services (RFP No. 20-05).

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at **www.esc4.net** or **www.omniapartners.com**

PRE-PROPOSAL CONFERENCE:
Tuesday, March 3, 2020, 9:00 am local time,
Region 4 ESC 7145 West Tidwell Road,
Houston, TX 77092.

PROPOSAL DUE DATE:
March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Firefighting Equipment and Rescue Tools with Related Supplies and Accessories** to result in a contracting solution for use by its members.

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov.**

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than April 2, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

The **Region 4 Education Service Center (ESC)**, Houston, TX is requesting proposals from qualified and experienced firms to provide

HVAC Equipment, Installation, Service & Related Products (RFP No. 20-04).

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at **www.esc4.net** or **www.omniapartners.com**

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Region 4 ESC 7145 West Tidwell Road,
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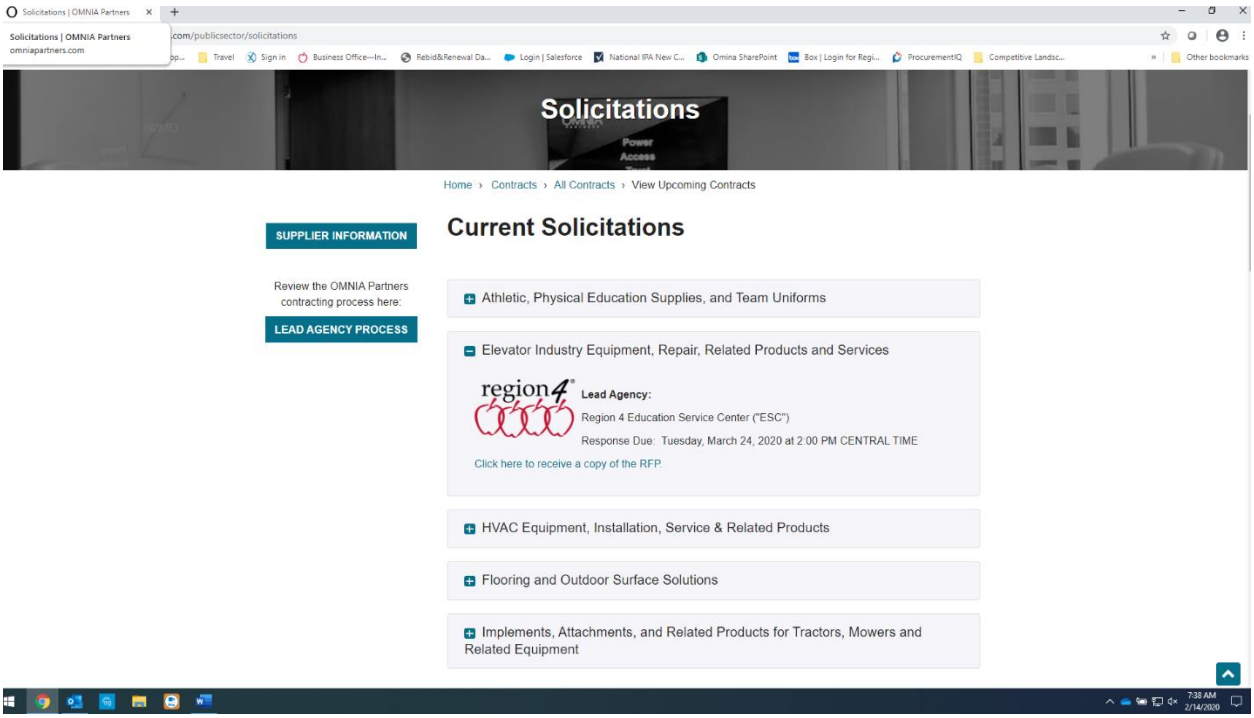
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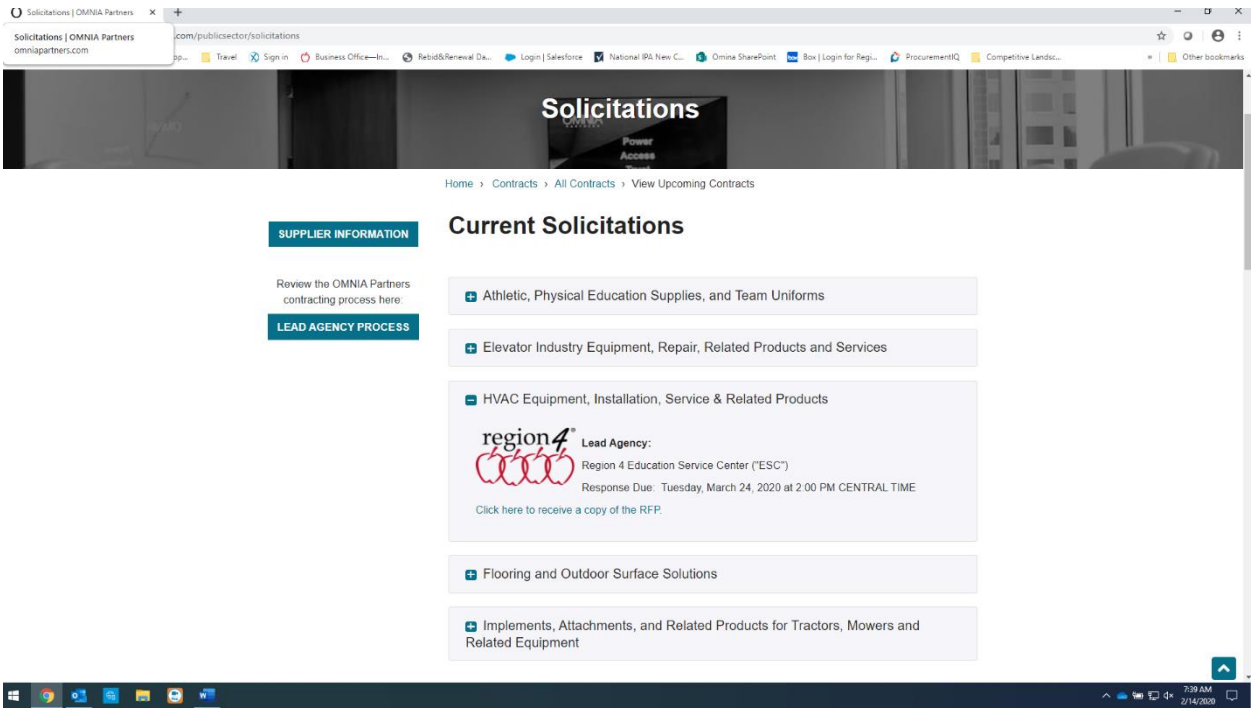
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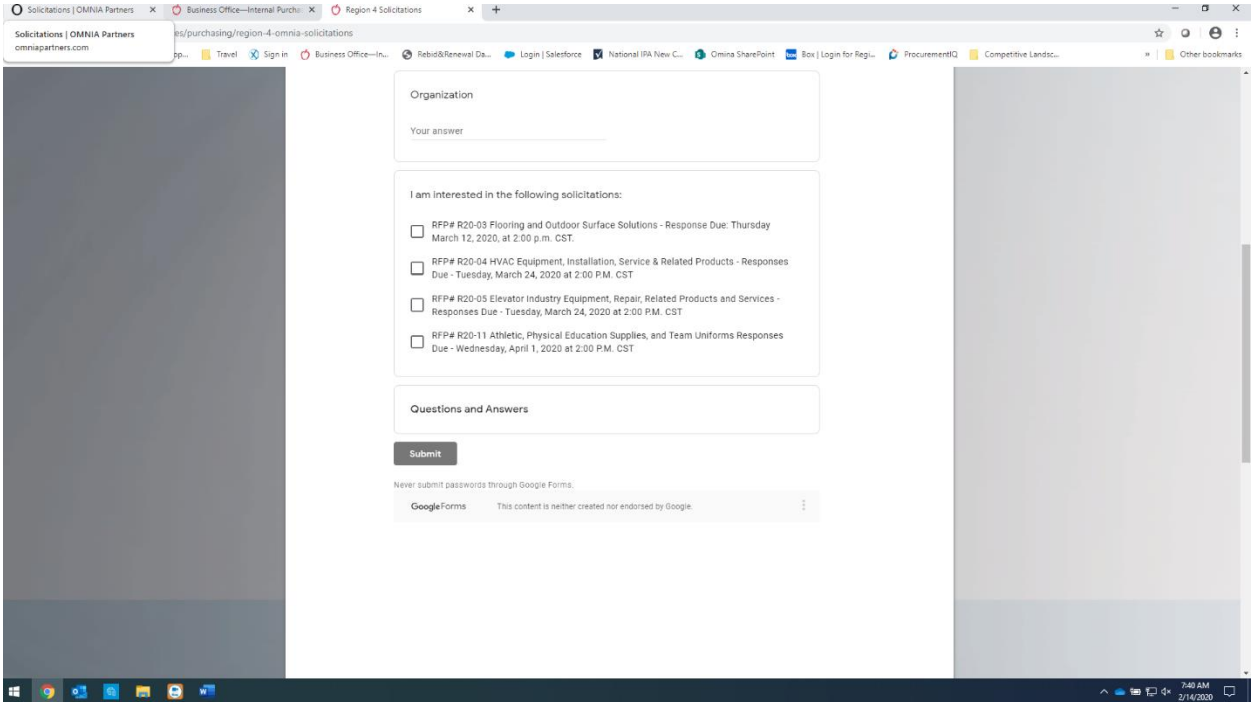
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USA TODAY A GANNETT COMPANY
Thursday, February 13, 2020

2/14/2020: OMNIA Partners and Region 4 ESC website






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I am interested in the following solicitations:
RFP# R20-03 Flooring and Outdoor Surface Solutions - Response Due: Thursday March 12, 2020, at 2:00 p.m. CST.
RFP# R20-04 HVAC Equipment, Installation, Service & Related Products - Responses Due - Tuesday, March 24, 2020 at 2:00 P.M. CST
RFP# R20-05 Elevator Industry Equipment, Repair, Related Products and Services - Responses Due - Tuesday, March 24, 2020 at 2:00 P.M. CST
RFP# R20-11 Athletic, Physical Education Supplies, and Team Uniforms Responses Due - Wednesday, April 1, 2020 at 2:00 P.M. CST
Questions and Answers
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2/14/2020

Contractor Agreement

This **CONTRACTOR AGREEMENT** ("**Agreement**"), effective as of November 8, 2023 ("**Effective Date**"), is made and entered into by and between MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, (hereinafter "**Owner**" or "**County"**), and DAIKIN APPLIED AMERICAS INC., a Foreign for Profit Corporation whose authorized to do business in the State of Florida, whose principal address is 13600 Industrial Park Blvd., Minneapolis, MN 55441, but whose address for purposes of this Contractor Agreement is 15712 SW 41st Street, Suite 6, Davie, FL 33331, (hereinafter **"Daikin Applied" or** "**Contractor**").

WHEREAS, the County has certain equipment that has outlived its lifespan and it now desires to replace it with four (4) new air handlers at the Monroe County Detention Center at 5501 College Road, (hereinafter "Detention Center") and two (2) new chillers at the Department of Juvenile Justice Building at 5503 College Road, (hereinafter "DJJ Building") with both properties located on Stock Island in Key West, Florida 33040; and

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting with a third party ("Subcontractors") to provide labor and material, to perform the scope of work described in Quote No. Q-28985, dated October 5, 2023, for the air handlers and Quote No. Q-27285, dated September 18, 2023, for the chillers, both of which are attached hereto as Exhibits "A" and "B" respectively, and made a part of this Contractor Agreement, ("**Work**"); and

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the properties located at the Detention Center and the DJJ Building in Key West, Florida, (hereinafter "**Property**"); and

WHEREAS, this Contractor Agreement will be utilizing cooperative purchasing and pricing under a competitively bid solicitation by OMNIA Partners, for HVAC Equipment, Installation, Services, & Related Products under Contract No. R2004001 between Region 4 Education Service Center (ESC) and Daikin Applied Americas Inc., effective October 1, 2020, with said initial term having been extended to September 30, 2025, (hereinafter **"Daikin Contract No. R2004001" or "Master Agreement"**); and

WHEREAS, Owner desires to retain Contractor to perform the Work under Daikin Contract No. R2004001 and any additional terms and conditions as set forth within this Contractor Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work.** Subject to credit approval, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor

acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("**Subcontractors**") to perform the Work through a Subcontract Agreement.

2. **Term of Agreement**. The term of this Agreement shall be in compliance with the term of the underlying Master Agreement, as amended, unless terminated earlier. Contractor will commence Work on the commencement date ("**Commencement Date**"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner. Once commenced, the Contractor shall diligently continue performance until final completion of the Work.

3. **Contract Price**. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in **the two Quotes** hereto attached in the combined total sum of **Nine Hundred Eight Thousand Two Hundred Forty-one and 44/100 (Dollars)** ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the Scope of Work change. The Contract Price does not include sales tax.

4. **Relationship of Parties**. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director, or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.

5. **Compliance with Laws**. Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.

6. **Insurance**. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry and as set forth in the underlying Master Agreement. If requested Contractor will present a copy of their certificate of insurance, pursuant to the insurance requirements of the underlying Master Agreement, naming Monroe County Board of County Commissioners, its employees and officials, 1100 Simonton Street, Key West, Florida 33040, as Certificate Holder and as Additional Insured on all policies, except for Workers' Compensation.

7. **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida

Statutes, the participation of the County and Company in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the County be required to contain any provision of waiver.

8. **Indemnification, Hold Harmless, and Defense**. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, the Contractor shall defend, indemnify and hold the County and the County's elected and appointed officers harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of the Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of the Contractor or any of its employees, agents, sub-contractors or other invitees, or (C) the Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than the Contractor). The monetary limitation of liability under this contract shall be equal to the dollar value of the contract and not less than $1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance requirements included in Paragraph 6 herein and the Master Agreement. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

   In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

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

United States Department of the Treasury Indemnification

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

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the sovereign immunity of the United States or the County.

9. **Default.** A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default"). Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.

10. **Termination**. Absent an uncured Event of Default, this Agreement may only be terminated by the consent of the parties. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement"). Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment within ten (10) days of the parties' execution of the Termination Agreement.

11. **LIMITATION OF LIABILITY**. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED

ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.

12. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America to be provided by Contractor are incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a similar manner. Any warranty is valid for one (1) year from completion of the Work.

13. **Asbestos and Hazardous Materials.** In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner, and shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. Completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense, and shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, upon, beneath, about or inside Owner's equipment or property, shall bear title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, and shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, in connection with the services performed hereunder. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.

14. **Confidentiality**. Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was

received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.

15. **Notices**. Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follow:

If to Contractor:

Daikin Applied Americas Inc.
Attn: Legal Department
13600 Industrial Park Blvd.
Plymouth, MN 55340

If to Owner:

Monroe County Board of County Commissioners
Attn: Facilities Maintenance Department
123 Overseas Highway – Rockland Key
Key West, FL 33040

And

Monroe County Attorney's Office
1111 12th Street, Suite 408
Key West, FL 33040

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided.

16. **No Waiver**. A party's failure or neglect to enforce any provision hereof shall in no way constitutes a waiver of said party's rights under any other provision.

17. **Severability**. If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.

18. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.

19. **County Forms.**

By signing this Agreement, Contractor has sworn or affirmed to the following requirements as set forth in the Public Entity Crime Statement, Ethics Statement, Drug-Free Workplace Statement, and Vendor Certification Regarding Scrutinized Companies List as set forth in more detail in this Agreement.

A. Public Entity Crime Statement

The Contractor/Consultant certifies and agrees that Contractor/Consultant nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

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

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

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

In addition to the foregoing, Contractor/Consultant further represents that there

has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor/Consultant has been placed on the convicted vendor list.

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

B. Ethics Clause.

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

C. **DRUG-FREE WORKPLACE.** Contractor/Consultant in accordance with Florida Statute 287.087 hereby certifies that Contractor/Consultant shall:

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

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

The person authorized to sign the Agreement certifies that Contractor/Consultant complies fully with the above requirements.

D. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS.

Contractor/Consultant agrees and certifies compliance with the following:
Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Contractor/Consultant, I hereby certify that the company identified above as "Contractor/Consultant" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.
I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

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

E. Non-Collusion Affidavit.

Contractor/Consultant by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of Contractor/Consultant, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full

authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

20. Nondiscrimination.

The Contractor and County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Contractor agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

21. Maintenance of Records. The Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in

accordance with generally accepted accounting principles consistently applied. Records shall be retained as applicable for 1) a period of five (5) years after all funds have been expended or returned to the Department of the Treasury, whichever is later; or 2) for a period of seven (7) years from the termination of this Agreement or for a period of five (5) years from the submission of the final expenditure report as per 2 CFR §200.33, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for seven (7) years following the termination of this Agreement.

Further, the Contractor is subject to the following:

1) The Contractor shall maintain records and financial documents sufficient to evidence compliance with Sections 602(c) and 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by the Department of the Treasury regarding the foregoing.

2) The Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Contractor in order to conduct audits or other investigations.

22. Right to Audit.

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by Owner or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in Owner's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by Owner's representative and/or agents of Owner or the County Clerk. Owner or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, subcontractors, suppliers, and contractors'

representatives. All records shall be kept for ten (10) years after Final Completion. The County Clerk possesses the independent authority to conduct an audit of records, assets, and activities relating to this Project. If any auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03 of the Florida Statutes, running from the date the monies were paid to Contractor. The *right to audit* provisions survive the termination or expiration of this Agreement.

23. Public Records Compliance.

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

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Fla. Stat., Sec. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

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

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

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

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

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

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE NO. 305-292-3470, BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

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

25. **Adjudication of Disputes or Disagreements.** County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and

confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of Section I, Nondiscrimination, or Paragraph 6.D., concerning termination or cancellation.

26. Method of Invoicing.

This project will be invoiced upon completion of the work. Invoices shall be sent to the **Facilities Maintenance Department, Attention, Chrissy Collins, via email at collins-chrissy@monroecounty-fl.gov**, who will review the documents and route them to the appropriate County Staff for approval. Upon receiving all required approvals, the invoice(s) will be forwarded to the County Clerk of Courts' office ("Clerk") for payment. The Contractor is to submit to the County invoices with supporting documentation that are acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds.

The County is exempt from sales and use taxes. A copy of the tax exemption certificate will be provided upon request.

Final payment shall be made by the County, as the Owner, to the Contractor when the Contract has been fully performed by the Contractor and the work has been accepted by the County.

27. ADDITIONAL FEDERAL CONTRACT PROVISIONS

The Contractor and its subcontractors must follow the provisions, as applicable, as set forth in the underlying Master Agreement and in 2 C.F.R. §200.326 Contract provisions and Appendix II to C.F.R. Part 200, as amended, including but not limited to:

A. Prohibition on certain telecommunications and video surveillance services or equipment as set forth in 2 CFR § 200.216. Recipients and subrecipients and their contractors and subcontractors may not obligate or expend any federal funds to **(1)** Procure or obtain; **(2)** Extend or renew a contract to procure or obtain; or **(3)** Enter into a contract (or extend or renew a contract) to procure or obtain equipment services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua

Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. Domestic Preference for Procurements as set forth in 2 C.F.R. §200.322. The County and Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements of this section must be included in all subawards including contracts and purchase orders for work or products under federal award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

28. Other Federal and/or Department of the Treasury Requirements (as applicable)

Section 602(b) of the Social Security Act (the Act), as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (Fiscal Recovery Funds). Monroe County shall not enter into a Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor's agreement and adherence to each term and condition contained herein. The Contractor and its sub-contractors must follow the provisions set forth herein, as applicable, including but not limited to:

A. Americans with Disabilities Act of 1990 (ADA), as amended. The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

B. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the County that DBE's, as defined in 49 C.F.R. Part 26, as

amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with County funds under this agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The County and its Contractor agree to ensure that DBE's have the opportunity to participate in the performance of the Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. §200.321 (as set forth below), applicable federal and state laws and regulations to ensure that DBE's have the opportunity to compete and perform contracts. The County and Contractor and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in award and performance of contracts, entered pursuant to this Agreement.

C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Contractor, with the funds authorized by this Agreement, seeks to subcontract goods or services then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Requiring the Prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

C. Access to Records. Contractor and its successors, transferees, assignees, and subcontractors acknowledge and agree to comply with

applicable provisions governing the access to records, accounts, documents, information, facilities and staff by the United States Department of the Treasury. Contractors must: (1) Cooperate with any compliance review or complaint investigation conducted by the Department of the Treasury; (2) Give the Department of the Treasury access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by the Department of the Treasury regulations and other applicable laws or program guidance; and (3) Submit timely, complete, and accurate reports to the appropriate Department of the Treasury officials and maintain appropriate backup documentation to support the reports.

D. **Executive Compensation**. As required by 2 C.F.R. Part 170, Appendix A, the Contractor must report the names and total compensation of its five (5) (5) most highly compensated executives and the names and total compensation of the five most highly compensated executives of its subcontractors for the preceding completed fiscal year if:

(a) the total federal funding authorized to date under the award funding this Agreement equals or exceeds $30,000.00 as defined in 2 C.F.R. §170.320;

(b) the Contractor received 80 percent or more of its gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as provided by 2 C.F.R. §170.320 (and subcontracts);

(c) the Contractor received $25,000,000.00 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined in 2 C.F.R. §170.320 (and subcontracts); and

(d) the public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.

29. The Contractor shall utilize the U.S. Department of Homeland Security's **E-Verify system** to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-

Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

30. The Contractor will be bound by the terms and conditions of the Federally Funded State & Local Fiscal Recovery Fund Financial Assistance Agreement between the County and the United States Department of Treasury attached hereto as Exhibit "C" and made a part of this Agreement.

31.. The Contractor shall hold the United States and County harmless against all claims of whatever nature arising out of the Contractor's performance of work under this Agreement, to the extent allowed and required by law.

32. Energy Efficiency. If applicable, the Contractor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. §§6201-6422) and with all mandatory standards and policies relating to energy efficiency and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

33. Remedial Actions. In the event of the Contractor's noncompliance with Section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in Section 602(e) of the Act and any additional payments may be subject to withholding as provided in Sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

34. Hatch Act. The Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

35. Publications. Any publications produced with funds from the federal award as set forth in Attachment A must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

36. Debts Owed the Federal Government.

a. Any funds paid to the Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this award as set forth in Attachment A; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to

Sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in Paragraph 14(a) of the federal award as set forth in Attachment A. Treasury will take any actions available to it to collect such a debt.

37. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to the Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of services funded under the federal award as set forth in Attachment A or any other losses resulting in any way from the performance of services pursuant to any contract, or subcontract under this award.

b. The acceptance of these funds provided by the federal award as set forth in Attachment A by the Contractor does not in any way establish an agency relationship between the United States and the Contractor.

38. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, the Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

39. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles and encourage its subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

40. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor should encourage its employees, subrecipients, and subcontractors to adopt and enforce policies that ban text messaging while driving, and the Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

41. **Miscellaneous.**

a. Force Majeure. Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.

b. No Liens. Contractor shall neither suffer nor permit the attachment of any liens upon the Property as a direct result of Contractor's performance of the Work; provided, however, nothing herein shall be construed to limit or abridge Contractor's or Subcontractor's right to assert and enforce a mechanic's lien to the extent of nonpayment hereunder.

c. Modifications. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

42. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BY: _____
As Deputy Clerk

Date:_____

OWNER:
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Mayor/Chairperson

Witnesses to Contractor:

BY:_____

Printed Name:_____

Date: _____

BY: _____

Printed Name: _____

Date: _____

CONTRACTOR:

DAIKIN APPLIED AMERICAS INC.

BY: _____

Printed Name: _____

Title:_____

Date: _____

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 10/30/2023

EXHIBIT “A”

QUOTE NO. Q-28985

Air Handlers

DAIKIN / OMNIA Public Sector Contract #: R200401

Proposal is in accordance with Region 4 ESC contract # R200401 available via Omnia Partners

OMNIA PUBLIC CERTIFIED PROPOSAL #:	R200401-FL- 289961
OMNIA MEMBERSHIP NAME:	Monroe County Board of County Commissioners
OMNIA MEMBERSHIP ID #:	4002530
PROJECT:	Monroe County Sheriff Office Jail- Ahu Replacement
DAIKIN SALES REP:	Vicente Ciliberti
DATE:	10.5.23

CONTRACT EQUIPMENT	DESCRIPTION	MODEL	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.	AHU	A1		$ 24,570.00	0.6800	$ 16,707.60
2.	AHU	A2		$ 24,570.00	0.6800	$ 16,707.60
3.	AHU	A3		$ 25,220.00	0.6800	$ 17,149.60
4.	AHU	A4		$ 33,500.00	0.6800	$ 22,780.00
5.				$ -	0.0000	$ -
6.				$ -	0.0000	$ -

CONTRACT PARTS	DESCRIPTION	PART #	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.				$ -	0.0000	$ -
2.				$ -	0.0000	$ -
3.				$ -	0.0000	$ -

CONTRACT LABOR	DESCRIPTION	OMNIA LABOR CLASSIFICATION	LABOR RATE / HR	HRS	OMNIA SELL PRICE
1.	Start Up Technician	HVAC Tech CAT 1	$ 183.86	610	$ 112,154.60
2.	Project Management	Project Management	$ 247.09	40	$ 9,883.60
3.	Forklift	Heavy Equipment Operator	$ 203.15	128	$ 26,003.20
4.	Crane	Heavy Equipment Operator	$ 203.15	32	$ 6,500.80
5.	MEP Engineering	Engineering Design	$ 247.09	184	$ 45,464.56
6.	Project Administration	Project Administrator	$ 320.29	40	$ 12,811.60
7.	Delivery Personnel	Delivery Personnel	$ 131.78	68	$ 8,961.04

MISC. MATERIAL & EXTRAS	DESCRIPTION	COST	OMNIA MARKUP	OMNIA SELL PRICE
1.	Materials for: Piping, Insulation, Ductwork, Salvage	$ 80,000.00	1.4000	$ 112,000.00
2.	Permit Runner	$ 6,000.00	1.4000	$ 8,400.00
3.	Risk, Warranty & Contingency	$ 13,624.16	1.0000	$ 13,624.16

NOTES:			
1.	OMNIA discount multipliers and markups are per Daikin Applied's	**TOTAL OMNIA SELL PRICE:**	**$ 429,148.36**
	OMNIA Public contract number R200401	**Additional to market value**	**$ (17,148.36)**
2.	Labor Rates are per Daikin Applied's OMNIA Public contract		
	number R200401 for South Florida	**PROPOSED SELL PRICE:**	**$ 412,000.00**
3.	Additional discount off of allowable OMNIA contract price is		
	offered at discretion of the Sales Rep		

DAIKIN APPLIED, OMNIA PUBLIC PROJECT QUOTE



OMNIA® PARTNERS

Monroe County Sheriff Jail - AHU Replacement - Turn Key

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
C/O MORGANTI GROUP INC KEY WEST INTERNATIONAL AIRPORT
KEY WEST, FL 33040

OMNIA Certified Quote #: R200401-FL-289961
OMNIA Membership ID: 4002530
Quote #: Q-28985

Prepared for:

Chrissy Collins
Building / Budget Administrator.
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
Quote Document Date: 10/05/23

Prepared by:

Vicente Ciliberti
SSR
Phone: 954 862 8500 EX 209 Mobile: 754 971 36 53
E-mail: vicente.ciliberti@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

1. Supply Daikin Two(2) AHU- A1/A2. Air Volume 5650 CFM. CAH013GDAM
2. Supply One(1) AHU-3 CAH013GDAM 5650 CFM.
3. Supply one(1) AHU-A4 10850 CFM CAH024GDAM.
4. Freight from the Equipment Above from the Factory to the facility is included.
5. Shut down disconnect existing (4) AHUS from existing electrical disconnect boxes.
6. We will disconnect existing AHUS from existing CW piping and ductwork connections.
7. Demo and dispose of existing (4) AHUS.
8. Install (4) AHUs.
9. New AHUS to be set in existing locations.
10. *Reconnect new AHUS to existing chill water lines, insulate CW connections to match existing*
11. *reconnect new AHUs to existing Supply and Return Ductwork*
12. *We include forklift/luell to set equipment in place.*
13. *We will start up and verify proper operation of new AHUS.*
14. *Project Management.*
15. *Discount of the engineering will be applicable if the MEP drawings are found and if the city approved this change out without presenting a new set of drawings.*
16. *Permit Runner. (Not the permit fees from the City)*

Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communications efforts.

©2023 **Daikin Applied**

Quote Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This Quote takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this Quote.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this Quote.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed Quote price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

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OMNIA Pricing and Payments

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

DAIKIN / OMNIA Public Sector Contract #: R200401

Proposal is in accordance with Region 4 ESC contract # R200401 available via Omnia Partners

OMNIA PUBLIC CERTIFIED PROPOSAL #:	R200401-FL- 289961
OMNIA MEMBERSHIP NAME:	Monroe County Board of County Commissioners
OMNIA MEMBERSHIP ID #:	4002530
PROJECT:	Monroe County Sheriff Office Jail- Ahu Replacement
DAIKIN SALES REP:	Vicente Ciliberti
DATE:	10.5.23

CONTRACT EQUIPMENT	DESCRIPTION	MODEL	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.	AHU	A1		$ 24,570.00	0.6800	$ 16,707.60
2.	AHU	A2		$ 24,570.00	0.6800	$ 16,707.60
3.	AHU	A3		$ 25,220.00	0.6800	$ 17,149.60
4.	AHU	A4		$ 33,500.00	0.6800	$ 22,780.00
5.				$ -	0.0000	$ -
6.				$ -	0.0000	$ -

CONTRACT PARTS	DESCRIPTION	PART #	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.				$ -	0.0000	$ -
2.				$ -	0.0000	$ -
3.				$ -	0.0000	$ -

CONTRACT LABOR	DESCRIPTION	OMNIA LABOR CLASSIFICATION	LABOR RATE / HR	HRS	OMNIA SELL PRICE
1.	Start Up Technician	HVAC Tech CAT 1	$ 183.86	610	$ 112,154.60
2.	Project Management	Project Management	$ 247.09	40	$ 9,883.60
3.	Forklift	Heavy Equipment Operator	$ 203.15	128	$ 26,003.20
4.	Crane	Heavy Equipment Operator	$ 203.15	32	$ 6,500.80
5.	MEP Engineering	Engineering Design	$ 247.09	184	$ 45,464.56
6.	Project Administration	Project Administrator	$ 320.29	40	$ 12,811.60
7.	Delivery Personnel	Delivery Personnel	$ 131.78	68	$ 8,961.04

MISC. MATERIAL & EXTRAS	DESCRIPTION	COST	OMNIA MARKUP	OMNIA SELL PRICE
1.	Materials for: Piping, Insulation, Ductwork, Salvage	$ 80,000.00	1.4000	$ 112,000.00
2.	Permit Runner	$ 6,000.00	1.4000	$ 8,400.00
3.	Risk, Warranty & Contingency	$ 13,624.16	1.0000	$ 13,624.16

NOTES:			
1.	OMNIA discount multipliers and markups are per Daikin Applied's OMNIA Public contract number R200401	TOTAL OMNIA SELL PRICE:	$ 429,148.36
		Additional to market value	$ (17,148.36)
2.	Labor Rates are per Daikin Applied's OMNIA Public contract number R200401 for South Florida	PROPOSED SELL PRICE:	$ 412,000.00
3.	Additional discount off of allowable OMNIA contract price is offered at discretion of the Sales Rep		

$412,000.00 (Four Hundred Twelve Thousand Dollars and Zero cents)

Price does not include applicable sales tax

Quote, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611) shall govern this Quote and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

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EXHIBIT “B”

QUOTE NO. Q-27285

Chillers

DAIKIN / OMNIA Public Sector Contract #: R200401

Proposal is in accordance with Region 4 ESC contract # R200401 available via Omnia Partners

OMNIA PUBLIC CERTIFIED PROPOSAL #:	R200401-FI-286137
OMNIA MEMBERSHIP NAME:	Monroe County Board of Commissioners
OMNIA MEMBERSHIP ID #:	4002530
PROJECT:	Key West Jail TK Chiller Replacement
DAIKIN SALES REP:	Vincente Ciliberti
DATE:	9.18.23

CONTRACT EQUIPMENT	DESCRIPTION	MODEL	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.	Trailblazer Air Cooled Scroll Chillers	AGZ076E	2	$ 171,558.00	0.4800	$ 164,695.68
2.				$ -	0.0000	$ -
3.				$ -	0.0000	$ -
4.				$ -	0.0000	$ -
5.				$ -	0.0000	$ -
6.				$ -	0.0000	$ -

CONTRACT PARTS	DESCRIPTION	PART #	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.				$ -	0.0000	$ -
2.				$ -	0.0000	$ -
3.				$ -	0.0000	$ -
4.				$ -	0.0000	$ -
5.				$ -	0.0000	$ -
6.				$ -	0.0000	$ -

CONTRACT LABOR	DESCRIPTION	OMNIA LABOR CLASSIFICATION	LABOR RATE / HR	HRS	OMNIA SELL PRICE
1.	Start Up Technician	HVAC Commercial Tech 1	$ 183.86	24	$ 4,412.64
2.	Project Manager	Project Management	$ 247.09	20	$ 4,941.80
3.	Mechanical Installation	HVAC Commercial Tech 1	$ 183.86	340	$ 62,512.40
4.	Insulations	Insulators	$ 186.68	360	$ 67,204.80
5.	Crane/Rigging	Heavy Machinery Operator	$ 203.15	136	$ 27,628.40
6.	Project Engineering	Project Engineer	$ 228.77	36	$ 8,235.72
7.	Electrical	Electrician	$ 192.17	260	$ 49,964.20
8.	Per Diem - 3 weeks, 6 persons	Per Diem	$ 366.05	90	$ 32,944.50
9.	Delivery Personnel		$ 131.78	46	$ 6,061.88
10.			$ -	0	$ -

MISC. MATERIAL & EXTRAS	DESCRIPTION	COST	OMNIA MARKUP	OMNIA SELL PRICE
1.	Risk, Warranty, and Contingency	$ 48,000.00	1.0000	$ 48,000.00
2.	Subcontractor Materials - Electrical, Insulation	$ 21,800.00	1.4000	$ 30,520.00
3.		$ -	0.0000	$ -
4.		$ -	0.0000	$ -
5.		$ -	0.0000	$ -
6.		$ -	0.0000	$ -
7.		$ -	0.0000	$ -
8.		$ -	0.0000	$ -
9.		$ -	0.0000	$ -
10.		$ -	0.0000	$ -

NOTES:

1. OMNIA discount multipliers and markups are per Daikin Applied's OMNIA Public contract number R200401
2. Labor Rates are per Daikin Applied's OMNIA Public contract number R200401 for South Florida
3. Additional discount off of allowable OMNIA contract price is offered at discretion of the Sales Rep

TOTAL OMNIA SELL PRICE:	**$ 507,122.02**
Additional to market value	**$ (10,880.58)**
PROPOSED SELL PRICE:	**$ 496,241.44**

DAIKIN APPLIED, OMNIA PUBLIC PROJECT QUOTE



OMNIA®
PARTNERS

MOUNROE COUNTY BOARD OF COMMISIONERS - STOCK ISLAND DJJ BUILDING CHILLERS REPLACEMENT - TURN KEY-Cloned 2023-09-12 3:42PM

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
C/O MORGANTI GROUP INC KEY WEST INTERNATIONAL AIRPORT
KEY WEST, FL 33040

OMNIA Certified Quote #: R200401-FL-286137
OMNIA Membership ID: 4002530
Quote #: Q-27285

Prepared for:

Chrissy Collins
Building / Budget Administrator.
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
Quote Document Date: 09/18/23

Prepared by:

Vicente Ciliberti
SSR
Phone: 954 862 8500 Mobile: 754 971 36 53
E-mail: vicente.ciliberti@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Equipment.

1. Provide two (2) AGZ chillers model AGZ076E, Capacity 80 nominal tons. Voltage 460 V /60 Hz / 3ph. Lead time 37-38 Weeks.
2. Freight it is included from Miami to the DJJ Building Facility
3. Microchannel Coil with Epoxy Coating.
4. Communication BACnet 4.
5. Entire unit, extended warranty 4 years parts and labor. Five (5) years in total.

Mechanical Installation.

1. Shutdown of the old chiller and recover refrigerant per EPA (Environmental Protection Agency) guidelines.
2. Disconnect electrical power wiring and lockout tags. Uninstall the two (2) Air Cooled Chillers Carrier models (30XAB0806R). Include the unit's movement outside the roof in an area previously agreed on the floor.
3. Final Disposal of the two (2) old Carrier units outside the DJJ Facility Center
4. Installation of two (2) Daikin Scroll chiller - 80 ton. 460V/3/60.
5. This project is being considered to replace one (1) chiller at time. This is to avoid the nuisance of leaving the area with no AC and having to relocate the personnel inside. We are considering that the shut off valves that isolate the chillers are in good condition. In case these valves do not work properly, we will have to drain the building and install these shutoff valves. This would leave the building without A/C for approximately two (2) days. *Price to install new shutoff valves in not included in this proposal and would be quoted separately if required.*
6. New piping and its insulation, up to a maximum of 7 feet, will be installed to connect the new Daikin chillers to the existing hydronic system.
7. Crane and rigging - chillers will be installed one at a time, so there will be two crane movements. We include the crane and personal. We are considering the crane to be positioned in the parking lot of the building next to the work area. As this Parking lot is inside the facility MOT with the city is not included.
8. Startup of the two (2) chillers by Daikin technicians.
9. Permit runner is included if permits need to be pulled. The Permit cost with the city it is not included in this proposal. Permit charges will be handled separately.

Electrical Installation.

1. Remove the existing disconnect switch (3 ph., 480V, 250 amp) and all the associated material currently feeding the A/C Chillers units on the roof.
2. Supply and install new disconnect switch.
3. We are considering installing new wire conduit and terminating electrical connections.
4. The panels that feed power to the 480v disconnects on the roof are inside the building and do not need to be replaced.
5. The time to install the new disconnect chiller per unit will take 2 or 3 days for each chiller team after the chillers have been installed.

Control Installation.

1. Control Reinstallation by Other. In the walkthrough held on 08/16/23 it was determined that the controls installation will be done by Siemens and will be contacted directly by the customer.
2. The four (4) start up chiller control disconnects are not included in this proposal.

Engineering

1. This project is considered as a maintenance project. We are not including engineering design, including Mechanical, Electrical, Plumbing. Existing drawings will be used. If a new set of drawings are required for the project, we will have to include the services of an engineering firm with an additional investment value of $ 25,000. This amount is not included in the current proposal.

©2023 **Daikin Applied**

Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communications efforts.

Quote Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This Quote takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this Quote.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this Quote.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed Quote price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

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OMNIA Pricing and Payments

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

$496,241.44 (Four Hundred Ninety Six Thousand, Two Hundred Forty One dollars and Forty Four cents)

Price does not include applicable sales tax

DAIKIN

DAIKIN / OMNIA Public Sector Contract #: R200401

OMNIA PARTNERS

Proposal is in accordance with Region 4 ESC contract # R200401 available via Omnia Partners

OMNIA PUBLIC CERTIFIED PROPOSAL #:	R200401-FI-286137
OMNIA MEMBERSHIP NAME:	Monroe County Board of Commissioners
OMNIA MEMBERSHIP ID #:	4002530
PROJECT:	Key West Jail TK Chiller Replacement
DAIKIN SALES REP:	Vincente Ciliberti
DATE:	9.18.23

CONTRACT EQUIPMENT	DESCRIPTION	MODEL	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.	Trailblazer Air Cooled Scroll Chillers	AGZ076E	2	$ 171,558.00	0.4800	$ 164,695.68
2.				$ -	0.0000	$ -
3.				$ -	0.0000	$ -
4.				$ -	0.0000	$ -
5.				$ -	0.0000	$ -
6.				$ -	0.0000	$ -

CONTRACT PARTS	DESCRIPTION	PART #	QTY	TOTAL LIST	OMNIA MULT.	OMNIA SELL PRICE
1.				$ -	0.0000	$ -
2.				$ -	0.0000	$ -
3.				$ -	0.0000	$ -
4.				$ -	0.0000	$ -
5.				$ -	0.0000	$ -
6.				$ -	0.0000	$ -

CONTRACT LABOR	DESCRIPTION	OMNIA LABOR CLASSIFICATION	LABOR RATE / HR	HRS	OMNIA SELL PRICE
1.	Start Up Technician	HVAC Commercial Tech 1	$ 183.86	24	$ 4,412.64
2.	Project Manager	Project Management	$ 247.09	20	$ 4,941.80
3.	Mechanical Installation	HVAC Commercial Tech 1	$ 183.86	340	$ 62,512.40
4.	Insulations	Insulators	$ 186.68	360	$ 67,204.80
5.	Crane/Rigging	Heavy Machinery Operator	$ 203.15	136	$ 27,628.40
6.	Project Engineering	Project Engineer	$ 228.77	36	$ 8,235.72
7.	Electrical	Electrician	$ 192.17	260	$ 49,964.20
8.	Per Diem - 3 weeks, 6 persons	Per Diem	$ 366.05	90	$ 32,944.50
9.	Delivery Personnel		$ 131.78	46	$ 6,061.88
10.			$ -	0	$ -

MISC. MATERIAL & EXTRAS	DESCRIPTION	COST	OMNIA MARKUP	OMNIA SELL PRICE
1.	Risk, Warranty, and Contingency	$ 48,000.00	1.0000	$ 48,000.00
2.	Subcontractor Materials - Electrical, Insulation	$ 21,800.00	1.4000	$ 30,520.00
3.		$ -	0.0000	$ -
4.		$ -	0.0000	$ -
5.		$ -	0.0000	$ -
6.		$ -	0.0000	$ -
7.		$ -	0.0000	$ -
8.		$ -	0.0000	$ -
9.		$ -	0.0000	$ -
10.		$ -	0.0000	$ -

NOTES:		TOTAL OMNIA SELL PRICE:	$ 507,122.02
1.	OMNIA discount multipliers and markups are per Daikin Applied's OMNIA Public contract number R200401	Additional to market value	$ (10,880.58)
2.	Labor Rates are per Daikin Applied's OMNIA Public contract number R200401 for South Florida	PROPOSED SELL PRICE:	$ 496,241.44
3.	Additional discount off of allowable OMNIA contract price is offered at discretion of the Sales Rep		

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Quote, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611) shall govern this Quote and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion
*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

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EXHIBIT " C"

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
FINANCIAL ASSISTANCE AGREEMENT

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Monroe County Board of Commissioners 1100 Simonton Street, Room 2-213 Key West, Florida 33040	DUNS Number: 073876757 Taxpayer Identification Number: 596000749 Assistance Listing Number and Title: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Tina Boan Digitally signed by Tina Boan
Date: 2022.08.02 09:11:02 -04'00'

Authorized Representative Signature (above)

Authorized Representative Name: Tina Boan

Authorized Representative Title: Senior Director Budget & Finance

Date Signed:

U.S. Department of the Treasury:

Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft

Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs

Date Signed: May 14, 2021

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

   i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

   ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

   iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

   iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Monroe County Board of Commissioners by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Monroe County Board of Commissioners (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI..

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Tina Boan Digitally signed by Tina Boan Date: 2022.08.02 09:09:40 -04'00'

Signature of Authorized Official:

Date

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F9
2023-1713

BULK ITEM: Yes

DEPARTMENT: Project Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Cary Knight

AGENDA ITEM WORDING: Approval of a Task Order with William Horn, Architect in the amount of $222,400.00 for Professional Architectural and Engineering Services for the renovation of Bernstein Park on Stock Island. This task order is funded by American Rescue Plan funds (ARPA).

ITEM BACKGROUND:
The existing grass fields at Bernstein Park are heavily used and in need of renovation/repairs. The Parks Department would also like to add new shade structures, fencing, and landscaping to the park. Additionally, staff would like to relocate the newly installed library kiosk to an area outside the main fence area and install a new prefabricated covered structure over the kiosk.

PREVIOUS RELEVANT BOCC ACTION:
N/A

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval of Task Order

DOCUMENTATION:

Task Order_B Horn_Bernstein Park_signed.pdf
2023 01 COI William Horn GL AL PRO WC exp 1 1 24 signed.pdf

FINANCIAL IMPACT:
125-06066 (Parks ARPA funds)

TASK ORDER
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
BETWEEN MONROE COUNTY AND WILLIAM HORN ARCHITECT P.A.
FOR THE BERNSTEIN PARK RENOVATION PROJECT

In accordance with the Agreement for Professional Architectural and Engineering Services, made and entered into on January 18, 2023, between **MONROE COUNTY**, ("County") and **WILLIAM P. HORN, ARCHITECT, P.A.**, ("Consultant"), where professional services are allowed if construction costs do not exceed $4,000,000.00, or for study activity if the fee for professional services for each individual study under the contract does not exceed $500,000.00 ("Agreement").

All terms and conditions of the Agreement apply to this Task Order, unless this Task Order amends, adds, or modifies a provision or an Article of the Agreement, in which case, the provision or Article will be specifically referenced in this Task Order and the amendment, addition, or modification shall be precisely described. These additions apply only to the project referenced in the Task Order.

This Task Order is effective on the **8th day of November 2023**.

WHEREAS, the County requires professional services for the design, engineering and permitting of proposed improvements and renovations to the County-owned Bernstein Park, located on Stock Island, Florida; and

WHEREAS, the County desires the Consultant to assemble a team of qualified firms to provide such professional services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. In accordance with Article II, SCOPE OF BASIC SERVICES of the Agreement, the Consultant will provide design services through construction administration to facilitate the required upgrades and renovations to Bernstein Park, including, as a minimum, the following:
    a. Replacement of the natural grass sod for the entire infield area within the existing walkway around the park. The sod design will incorporate County requested field layout options, selection of new sod & sub-base and revised grading, irrigation and drainage requirements. Provide a grass maintenance plan including, as a minimum, irrigation requirements, grass cutting recommendations (heights and frequency), fertilizer and pesticide recommendations as well repair procedures in case of damaged sod.
    b. Revisions to the existing landscaping to replace plants that have been damaged or lost, improve resiliency, and minimize maintenance.
    c. Revisions and/or extensions of the existing fence layout, to improve operations and security.

d. Revisions to the existing hardscape, including relocation and/or new installation of benches and prefabricated shade structures.
e. Revisions and/or additions to the maintenance shed to provide covered storage for maintenance equipment.
f. Revisions and/or additions to the existing irrigation and water reclamation systems for all landscaped and field areas, including the addition of an underground water tank and pump for using reclaimed water for irrigation.
g. Relocating the mobile library to an area outside the main fence, including adding a new prefabricated covered roof, if feasible.

2. In accordance with Article VII paragraph 7.1.1 of the Agreement, the County shall pay the Consultant a not to exceed total of **Two Hundred Twenty-Two Thousand Four Hundred and 00/100 dollars ($222,400.00)** paid on a percent complete basis for the following phases:
   a. *Schematic Design* – $33,360.00 not to exceed, upon document review and approval by the Director of Project Management.
   b. *Design Development* – $66,720.00 not to exceed, upon document review and approval by the Director of Project Management.
   c. *Construction Documents* – $77,840.00 not to exceed, upon document review and approval by the Director of Project Management.
   d. *Bid Support* – $11,120.00 not to exceed, upon completion of bid phase and approval by the Director of Project Management.
   e. *Construction Administr*ation – $33,360.00 not to exceed, upon project completion and approval by the Director of Project Management.

All other Terms and Conditions of the Agreement remain unchanged and in full forces and effect.

[signature page to follow]

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

(SEAL)
Attest: KEVIN MADOK, Clerk

By: _____
As Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY
DATE: 10-17-2023

Consultant's Witness Attest:

By: _____

Printed Name: EVELIA MEDINA

Title: OFFICE MANAGER

CONSULTANT:
WILLIAM P. HORN, ARCHITECT, P.A.

By: _____

Printed Name: WILLIAM P. HORN

Title: PRINCIPAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/22/2023

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

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PRODUCER	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
The Fullers Insurance 1432 KENNEDY DRIVE, KEY WEST, FL 33040	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Progressive Express Insurance Company	10193
INSURED	INSURER B :	
WILLIAM HORN 151 KEY HAVEN RD KEY WEST, FL 33040	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 811149596536050302D092223T205853 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			APPROVED BY RISK MANAGEMENT BY DATE 9/25/2023 WAIVER N/A___YES___			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	02158316	05/29/2023	05/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

MONROE COUNTY BOCC
1100 SIMONTON St
KEY WEST, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Pace

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HORNW-1 OP ID: NF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/22/2023

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PRODUCER The Fullers, Inc 1432 Kennedy Drive Key West, FL 33040 Norman Fuller 305-294-6677	CONTACT NAME: Norman Fuller PHONE (A/C, No, Ext): 305-294-6677 FAX (A/C, No): 305-294-3025 E-MAIL ADDRESS:
INSURED William Horn Archictect PA, Inc. Bill Horn 915 Eaton St. Key West, FL 33040	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : First Community Insurance Co. — 13990 INSURER B : Retail First Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [ ] [X] Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		09 0004962995 8 19 APPROVED BY RISK MANAGEMENT BY DATE 9/25/2023 WAIVER N/A___YES___	09/21/2023	09/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		520-40146	01/01/2023	01/01/2024	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

certificate holder is an additional insured as per form BP04070187

CERTIFICATE HOLDER

MONBOCC

Monroe County BOCC
Risk Management
1100 Simonton St.
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Norman Fuller

ACORD 25 (2016/03)

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HORNW-1 OP ID: NF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/19/2023

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INSURED William P Horn Architect PA Bill Horn 915 Eaton St. Key West, FL 33040	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Retail First Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			520-40146	01/01/2023	01/01/2024	☐ PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

APPROVED BY RISK MANAGEMENT
BY J Foust
DATE 1.20.23
WAIVER N/A X YES

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

CERTIFICATE HOLDER MONBOCC

Monroe County BOCC
Risk Management
1100 Simonton St.
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Norman Fuller

ACORD 25 (2016/03)

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Client#: 1049512 WILLIPHO1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/02/2023

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PRODUCER	CONTACT NAME: Jackie Berrios	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No): 813 321-7525
	E-MAIL ADDRESS: Jackie.Berrios@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Aspen American Insurance Company	43460
INSURED William P. Horn, Architect, P.A. 915 Eaton Street Key West, FL 33040	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			APPROVED BY RISK MANAGEMENT BY DATE 9/25/2023 WAIVER N/A___YES___			EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AAAE10004105	08/20/2023	08/20/2024	$2,000,000 per claim $3,000,000 annl aggr.	

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

Professional Liability coverage is written on a claims-made basis.

Project: All Projects for Monroe County, FL; Annual Contract for Architectural Services.

CERTIFICATE HOLDER

Monroe County
Board of County Commissioners
Attn: Risk Management
1100 Simonton Street
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F10
2023-1714

BULK ITEM: Yes

DEPARTMENT: Sheriff's Office

TIME APPROXIMATE:
N/A

STAFF CONTACT: Julia Todd

AGENDA ITEM WORDING: Approval of 911 Grant Application for GEOCOMM to perform Professional GIS Services for Monroe County-GIS, MSAG, ALI Data Sinc.

ITEM BACKGROUND:
Seeking approval on Grant application for submission to the Florida 911 Board for Professional Services from GEOCOMM for Monroe County GIS, MSAG and ALI data sinc. Purpose is to confirm GIS to 98% accuracy as required by the NENA i3 Standards for 911 Next Gen Core Services. GeoComm will review data in all 3 database and bring it up to the required 98% accuracy rate.

PREVIOUS RELEVANT BOCC ACTION:
None

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: APPROVAL

DOCUMENTATION:

911 GeoComm Grant Application MoCo.pdf

FINANCIAL IMPACT:
There is no financial impact to Monroe County for this project. The grant is for full cost and there are no matching funds and no Ad-Valorem taxes will be required.

MONROE COUNTY SHERIFF'S OFFICE
RICHARD A. RAMSAY, SHERIFF

MONROE COUNTY 911 GRANT APPLICATION FOR FALL GRANT PROGRAM 2023

5525 COLLEGE ROAD KEY WEST, FL 33040 (305)292-7001 WWW.KEYSSO.NET

MONROE COUNTY 911 GRANT APPLICATION

INDEX

1. MONROE COUNTY GRANT APPLICATION
2. SCOPE OF WORK –Attachment 1
3. BUDGET REPORT-Attachment 2
4. GEOCOMM Milestone Table- Attachment 3
5. FORM 6A ANNUAL REPORT Attachment 4

911 Grant Programs

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2. Eligibility 3
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1. Purpose

Each county, group of counties or region applying for E911 State Grant, to be further known as 911 State Grant, to assist counties with the replacement or upgrade of 911 Systems; for counties to develop and maintain statewide 911 routing using Emergency Services Internet Protocol (IP) networks (ESInet), Geographic Information Systems (GIS) and services, and Management Information Systems (MIS); and develop and maintain Next Generation 911 (NG911) systems and services.

The State 911 Grant Programs distributes funds collected pursuant to section 365.172-173, Florida Statutes.

2. Eligibility

Any county in the State of Florida is eligible to apply for these grant programs.

3. Definitions

3.1. **Alternate Contract Source (ACS)** – A competitively procured contract led by a federal, state, or local government. The ACS contract is cost-effective, contains language contemplating its use for cooperative purchasing, and the best interest of the county to use for purchases, provided the county's purchase is not over expansive in size and scope.

3.2. **E911 System:** The Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping, and call answering communications equipment.

3.3. **Enhanced 911 (E911):** An enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and also directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the state plan under section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location-identification features

3.4. **GIS Maintenance:** Ongoing GIS maintenance of a county's GIS data that consists of road centerline, site/structure address points, primary PSAP boundaries, MSAG and ALI maintenance services and address assignment services.

3.5. **Government Accounting Standards Board (GASB):** The independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.

3.6. **Grantee:** The county, group of counties, or region awarded a grant.

3.7. **Hosted Services:** Technology services using the vendor's servers for a fee.

3.8. **Maintenance Contract:** a business agreement between a contractor and customer covering the maintenance of equipment over a specified period..

3.9. **Memorandum of Understanding:** A signed agreement between a group of counties outlined in a formal document. It signals the willingness of the parties to move forward together. The MOU can be seen as the starting point, as it defines the scope and purpose.

3.10. **Next Generation 911 (NG911):** The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service. NG911 also directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the call/signal originated, or as otherwise provided in the State E911 Plan and that provides for automatic number.

3.11. **Next Generation 911 Core Services (NGCS):** The base set of services needed to process a 911 call/signal on an ESInet. Includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging services, and typical IP services such as Domain Name System (DNS) and Dynamic Host Configuration Protocol (DHCP). The term NG911 Core Services encompasses the services but does not include the network on which they operate.

3.12. **NG911 Equipment:** Hardware equipment and peripherals needed to implement and maintain NG911 services.

3.13. **Public Safety Answering Point (PSAP):** The public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the State E911 plan.

3.14. **Region:** Refers to counties grouped by the Florida 911 Regional Map.

3.15. **Regional Next Generation 911 project:** A project in support of the NG911 interoperability with at least two-thirds of the counties in a region with the intention of achieving a NG911 statewide call routing capability in accordance with Section 365.177, F.S.

3.16. **Service contract:** A written contract to perform, over a fixed period or for a specific duration, duties relating to informal and technical services.

3.17. **Warranty Contract:** A written guarantee given to the purchaser of a new item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period.

4. 911 Grant Programs Calendar

The E911 Board will accept applications as noticed in the Florida Administrative Register.

Action	
Eligible entity submits application	Submission date(s) as published in the Florida Administrative Register
E911 Board members evaluate applications	Within two months of the submission date
E911 Board votes on applications to fund at regularly scheduled meeting	Within three months of the submission date
E911 Board sends notification letter of awards approved or denied for funding to the counties	Within four months of the submission date

Performance Period	
County, group of counties or regional implementation/ installation period -Two Year Award	Two years from receipt of award notification
Regional NG911 Project – Five Year Award	If at least 2/3 of the counties in a region participate, maximum of five years
County grant conversion to a regional project (5-yr grant)	Up to three years from the original grant expiration date
Initial database synchronization (such as ALI, MSAG, and Centerline)	Two years from receipt of award notification
Database maintenance (such as ALI, MSAG, Centerline....)	Approved only with Regional Projects

5. General Conditions

Applications must be delivered to the following address:

State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950

Or electronically to E911BoardElectronicGrantReports@dms.fl.gov

Electronic receipt of the grant application and all attachments is preferred.

5.1. The applicant shall provide Application Form items 1 through 14 and the applicable procurement documents. The grant application package must be postmarked or delivered on or before the submission date specified in the E911 Board notification of an E911 Grant Programs published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.

5.2. Pursuant to sections 365.172(6), 365.172(10), and 365.173(2) Florida Statutes, grant funds must only be used for the following items/services: to upgrade or replace 911 systems; to develop and maintain statewide or regional 911 routing; geographic information and management information systems (GIS and MIS); to develop and maintain Next-Generation 911 (NG911) services and equipment, and remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG911 services. Warranty costs shall be calculated to account for only the first-year warranty.

5.3. GIS grant funding will be limited once the county, group or region has achieved the minimum 98% accuracy rate as identified in the NENA GIS Data Model. Additional funding limitations for annual GIS database maintenance will be limited as stated in Addendum 1.

5.4. Although a Next Generation 911 Regional Project can be awarded for up to five years, the cost shall be accounted for on a yearly basis.

5.5. The Board recommends for any Next Generation 911 (NG911) grant projects, counties must certify in writing that the proposed systems are interoperable with existing or proposed bordering counties', regions', and/or adjacent state NG911 systems. Certification must also affirm compliance with current NENA NG911 standards or NG911certification programs established by federal programs. all vendors for next generation 911 projects vendors certify in writing that their systems are interoperable with bordering counties, regions, and adjacent state lines, if applicable, consistent with current NENA NG911 standards.

5.6. Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.

5.7. All maintenance requests, within a single priority, for eligible services and equipment shall be combined into a single application, including the breakdown of line-item costs. See funding limitations in sections 6.2.1

5.8. All grant applications shall be accompanied by at least one complete quote for equipment or services.

5.8.1. Grant applications totaling $35,000.00 or more must be accompanied by at least two written substantiated quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs, including equipment, service tasks, and deliverables. Any county that has made a good faith effort to obtain at least two quotes in accordance with the competitive procurement process in 287.057(1), Florida Statutes, and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of posting of the request with documentation of the limited responses subject to the following exceptions:

- **a)** When purchasing from a DMS State Term Contract or DMS authorized Alternate Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Counties shall provide vendor contract number with the grant application. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail.
- **b)** When purchasing from an Alternate Contract Source that has not been approved by DMS State Purchasing, the county shall follow their county procurement rules and policies, with provision of a letter from the county's purchasing department.
- **c)** Services or commodities provided by governmental entities do not require more than one quote.
- **d)** The county, group of counties, or region can initiate a request for approval to procure from a single-source vendor. These will be considered on a case-by-case basis. Justification for single-source procurement shall be provided with the application, which shall include a costs analysis that reviews the allowability, necessity and reasonableness of all cost elements. The single-source procurement will be considered if provided in accordance with chapter 287, Florida Statutes. A letter from the applicable county's purchasing department(s) that the project is a single-source procurement based on section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.

5.9. Applicants requesting items from different funding priorities should complete a separate Budget Report (Rule 60FF1-5.0035(1), F.A.C) for each priority. See Addendum 2 - Funding Priorities for the 911 Grant Programs, for a listing of funding priorities. Items from the same funding priorities should be combined in the same Budget Report and shall comply with General Conditions, item 5.9.

5.10. An individual county application must include:

5.10.1. A detailed description of line item and cost. This would include the item, model, or version. Additional information requests shall be made for more clarification, as needed.
5.10.2. If possible, software service/maintenance dates.
5.10.3. Budget Report.
5.10.4. Most current Form 6A in Rule 60FF1-5.006(2), F.A.C The form can be submitted during the annual collection of county fiscal data for the annual report or with the grant application.

5.11. Should a region or a group of counties apply for a grant, the following additional information needs to be provided:

5.11.1. A summary of the costs for the entire region or group of counties detailing the following:

a) Total amount of funds being requested.
b) The scope of work (SOW) that clearly establishes the tasks and deliverables being performed for the successful completion of the project. All deliverables must be directly related to the SOW and include information on how the region will be interoperable.
c) Single source documentation if applicable.
d) All individual county application(s), see requirements in 5.11.

5.12. A memorandum of understanding (MOU) or an inter-local agreement from all counties involved must be completed within 3 months of E911 Board award.

5.13. Funding application requests must include a scope of work that establishes the tasks and deliverables to be performed. The applications shall include all tasks that are required for the successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county, group of counties, or region before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

5.14. Funding application requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county, group of counties or region grant application request or grant award be less than the projected cost of the equipment or service, the county, group of counties or region should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.

5.15. The county shall provide information on the county's preceding year E911 fee revenue amount and the preceding year's carryforward amount. Use Form 6A in Rule 60FF1-5.006(2), F.A.C. for this purpose. The form can be submitted during the annual collection of county fiscal data for the annual report or with the grant application.

5.16. A state grant award may be limited by the carry forward balance.

5.17. Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county, group of counties, or region. Include detailed justification and explanation for any 911 system with an expected remaining life of less than one year.

5.18. Funding application requests contingent upon "beta testing" or products and services not in general production and installation will not be funded.

6. Guidelines for 911 Grant Expenses

6.1. The following expenses will not be funded through grant award:

6.1.1. Salaries and associated expenses for 911 coordinators, call takers, or other 911 personnel

6.1.2. Wireline database costs

6.1.3. Vehicle expenses

6.2. Funding limitations are specified on the following items:

6.2.1. Hosted 911 answering point call-taking equipment and network services, recurring network and circuit costs, equipment maintenance and warranty costs will not be funded for more than the first-year implementation period.

6.2.1.1 Service contracts for Next Generation 911 Regional Projects ~~may~~ can be approved for up to 5 years on a case-by-case basis. Ongoing cybersecurity maintenance may be approved on an annual basis.

6.2.2. Grant funding shall be limited (per grant cycle) to eligible expenditures for one PSAP per county, either one primary or one secondary PSAP. Counties with only one PSAP with no other primary or secondary PSAPs, may be eligible for grant funding for one backup PSAP. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.

6.2.3. Except for NGCS, selective router equipment costs are limited to a primary PSAP system.

6.2.4. Training cost funding is limited to the new system and equipment training.

6.2.5. The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures.

7. Approval and Award

7.1. The E911 Board will review each application for compliance with the requirements of terms and conditions.

7.2. DMS grant agreements shall be signed by an authorized signatory authority for the county after the grant is approved.

7.3. Grant awards will be withheld for any county, group of counties, or region that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous E911 Board grant awards. Grant awards are eligible to be withheld if the county, group of counties, or region is not in compliance with Board reporting requirements.

7.4. Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the 911 Grant Programs.

7.5. The E911 Board will adjust the amount awarded to a county, group of counties, or region based upon the availability of funds, the reasonableness of the cost of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in section 365.173(2)(g)1.,2., and 3., Florida Statutes,

E911 State Plan, or documented factors provided in the grant application submission. NG911 network systems should include a comparative presentation of network alternatives, including applicable LEC, CLEC, County, group of counties or region, and State alternatives. All stepped pricing should be thoroughly explained, including the corresponding benefits for the county, group of counties or region, and the E911 Board.

8. Financial and Administrative Requirements

8.1. Grant funds are provided on a cost-reimbursement basis.

8.2. Each grantee shall submit reimbursement claims to the E911 Board as needed; however, each county is limited to only a single claim request per grant, per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Form in Rule 60FF1-5.0035(4), F.A.C. Incomplete claim forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget category in which you have incurred expenditures. Incomplete reimbursement requests will be returned after 14 days if no updates are received from the county.

8.3. Upon written request and with documentation justifying the need, a progress disbursement shall be considered with a completed Financial Reimbursement of Expenditures Form in Rule 60FF1-5.0035(4), F.A.C., itemized purchase order, and vendor itemized invoice. All items must comply with the Florida Department of Financial Services (DFS) Reference Guide for State Expenditures. Within 45 days of receipt of funding, the grantee shall submit verification of vendor payment. Abuse of this policy will lead to denial of future payment.

8.4. Reimbursement claims shall include only expenditures related to the specific grant and include purchase orders, itemized invoices, and proof of successful payment to the vendor. The reimbursement request must match the scope of work and budget proposed in the grant applications to include the quote provided with the application. Grants that include costs defined by a set number of work hours dedicated to a project must include additional documents as requested by DMS staff. All items must comply with the DFS Reference Guide for State Expenditures.

8.5. **To assure prompt processing, complete reimbursement claims should be e-mailed to: E911BoardElectronicGrantReports@dms.fl.gov**

8.6. Grant funds can only be expended between the beginning and end dates of the grant term, unless the E911 Board authorizes an extension. Request for reimbursements may be submitted up to 120 days after the end of the grant term.

8.7. It is the county responsibility to maintain the property, equipment, or services in accordance with the scope of work. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro-rata basis. If the equipment costs over $5,000, a county, group of counties, or region must maintain it on an inventory for five years unless the item becomes obsolete.

8.8. If a grantee terminates a contract for prepaid services, the unused portion must be returned to the E911 Board on a pro-rata basis.

8.9. The grantee agrees that any improvement, expansion, or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete (on average five years).

8.10. If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

- Withhold grant payments pending grantee correction of the deficiency.
- Disapprove all or part of the cost of the activity or action not in compliance.
- Suspend or terminate the current award for the grantee's project.
- Suspend or deny future grant awards.

8.11. The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statutes.

8.12. When a grantee wants to terminate a grant award or portion thereof, the grantee shall provide written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds. The Board will then consider the request.

8.13. Proof of payment and deliverables, met in accordance with the DFS Reference Guide for State Expenditures, shall be provided by the grantee. When the information is unclear, additional documentation to confirm the information provided will be requested by Board staff.

9. Grant Reporting Procedures

9.1. Grantees will be required to submit:

9.1.1. Quarterly Status Report in Rule 60FF1-5.0035(2), F.A.C.

9.1.2. Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.

9.1.3. The Quarterly Status Report shall inform the E911 Board of significant impacts on grant-supported activities and provide a summary of completed tasks/deliverables. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs, or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions that will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

9.1.4. Final Reporting:

9.1.5. Upon receipt of final reimbursement from DFS, a final Quarterly Status Report, in Rule 60FF1-5.0035(2), F.A.C, shall be submitted based on the same reporting requirements described in grant reporting item 9.1.

9.1.6. Final reporting shall be submitted within 90 days of project completion. The "Final Report" box on the Quarterly Status Report, shall be marked and include your project completion date. Grants that were for equipment installation should include date of

final acceptance and start of warranty period. Service grants should include the date service was started.

9.1.7. Final document submission and closeout of a grant does not affect the E911 Board's right to disallow costs and recover funds based on an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

9.1.8. The counties must provide DMS with a copy of the Comprehensive Annual Financial Report (CAFR), consistent with section 218.32 Florida Statutes, no later than August 1.

9.2. All reports, associated information, and final reporting documents should be e-mailed to:

E911BoardElectronicGrantReports@dms.fl.gov

10. Change Requests

10.1. Change requests shall be submitted prior to deviation from any awarded grant application. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the Change Request Form in Rule 60FF1-5.0035(3), FA.C.

10.2. Prior to a county signing a contract with a different vendor from the original vendor stated in the grant application, the county, group of counties, or region must request a grant change on the Change Request Form in Rule 60FF1-5.0035(3), F.A.C, and include an itemized quote and a copy of the new contract.

10.3. Time extension requests will not be granted unless the county has executed a contract for the grant equipment and services or demonstrates good cause for failure to execute a contract within one year of the award. Good cause documentation shall include a new project timeline schedule.

10.4. Time extensions shall be limited to a maximum of one additional year if approved by the E911 Board.

10.5. **Conversion from a two-year grant to a five-year grant will add three additional years from the grant's original expiration date.**
Change requests must be submitted 10 business days prior to a Board meeting to be reviewed. Late submissions will be reviewed at the next month's E911 Board meeting.

10.6. The Change Request Form and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**.

Application

County Monroe

Total Amount Requested: $90,578.60

Project Title: GEOCOMM Professional GIS Services for Monroe County – GIS, MSAG, ALI Data Sinc

1. **Chair, Board of County Commissioners:** Craig Cates, Mayor

Mailing Address: 500 Whitehead St.
Suite 102

City: Key West

State: Florida Zip: 33040 -

Phone: (305) 292-3440 Fax: N/A

Email Address: Boccdis1@monroecounty-fl.gov

2. **County, 911 Coordinator:** Laura White

Mailing Address: 2945 Overseas Hwy

City: Marathon

State: Florida Zip: 33050 -

Phone: (305) 289-6035 Fax: N/A

Email Address: lwhite@keysso.net

3. **Federal Tax ID Number:** **59-6000453**

4. County information

Number of PSAPs	4
Number of Call-taking Positions per PSAP	MCSO-6; KWPD-6;PK-6;ORPS-2
PSAP(s) in which grant funding will apply.	MCSO, KWPD,ORPS, PK

5. Financial Information

a. What are the current annual costs for your E911 system (e.g., circuits, customer records, hardware and software, etc.) not including maintenance?

$104, 923.32

b. What are the current annual costs for maintenance of items included in 5a?

$73,496.65

c. Total amount of 911 fee revenue received in the preceding year. This does not include any special disbursement, Rural County supplements or training disbursements.

$506,038.16

d. Total amount of county carry-forward funding retained in the preceding fiscal year.

$0

e. Total amount of county carry forward funding your county currently has accrued.?

$0

f. Two-year maximum calculated amount for applied carry forward funding. (2 times the amount calculated on your Form 6A, item 9, in rule 60FF1-5.006)

$0

g. Subtract the amount in 5f from the amount in 5e.
$0

h. If the amount in 5g is greater than zero, insert that number in the Budget Report as "carry forward funds applied."

$0

6. **Describe your county's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed. Please include the PSAP(s) that the grant will be implemented at to include the type of PSAP(s), primary system, and number of position seats. Please state if this is a part of a group or regional project and how you will be interoperable.**

Monroe County, as part of the Region 6 DATA Repository project, individually needs to update and maintain all GIS, ALI and MSAG information as part of the Regional initiative. The goal of this project is to bring our county's GIS, ALI and MSAG data up to the 98 per cent accuracy level to be NENA i3 compliant and support the NG911 validation initiative in readiness for Next Generation Core Services (NGCS.)

7. **Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.**

Attached to this Grant Application as Attachment 2 is the GEOCOMM GIS Professional Services Proposal for Monroe County, Florida, quote for this project.

GEOCOMM to update and maintain all GIS, ALI and MSAG information, individually for Monroe County as part of the State of Florida initiative to improve the delivery of 911 services to our residents and visitors by improving the accuracy of the GIS Data used in the ALI and MSAG addressing and mapping portions of our 911 services. The goal of this project is to bring our county's GIS, ALI and MSAG data up to the 98 percent accuracy level so that it conforms to NENA i3 compliance and supports the NG911 validation initiative going forward.

- Introduce project stakeholders to the GeoComm project team
- Review project objectives and goals
- Define mutual expectations
- Establish communication processes
- Review the project timeline, including periodic progress reporting
- Review PSAP mapping system requirements
- Discuss initial GIS data schema
- Discuss existing resources that may be used in developing the GIS data layers

Throughout the project, regular status updates will be provided which include progress updates; issues encountered or foreseen, with plans for mitigation; goals for the next reporting period; a schedule review; and customer responsibilities.

The following proposed project scope of work will apply to GEOCOMM's Professional services performance. The following phases for a timely completion of the project based on the implementation of the system:

Project Phases	Payment Milestone	Project Milestone
Phase1: Contract finalized and submitted to Vendor		Contract date – clock begins
Phase 2: Project Implementation Meeting		Within 30 days of contract signing
Phase 3: GIS Data Remediation and QA/QC		Months 2 - 6
Phase 4: GIS Data delivery & review by Customer		Month 7
Phase 5: Final data delivery, GIS data acceptance by customer and project closeout meeting		Month 8
Phase 6: Invoice to client	Full amount due NET 45	Month 9
Phase 7: Ongoing Maintenance	Invoiced Annually	Ongoing Starting Month 10 and annually thereafter

8. **Justification of the need for the proposed project. Provide detailed information on the existing systems/components that need replacement. Document the condition with details to justify any system with an expected lifespan of less than one year. Each component on the system, (e.g. memory, hardware, size of drives), updates of software and/or replacement versions needed, standalone equipment, and additional upgrades (include UPS) must be listed in the requests.**

GEOCOMM was selected as the Region 6 Data Repository project vendor. The Monroe County project is in conjunction with the Region 6 Data Repository project. It's purpose is to analyze Monroe County's GIS Data, MSAG and ALI and bring it up to NENA i3's 98% accuracy standard.

Monroe County, thru this grant, will ensure that the County's GIS Dataset is Next Generation Core Services ready.

This project will also provide tools for continued GIS Data Validation to ensure NG9-1-1GIS data compliance.

9. **Describe why your county, group of counties or region will not be able to complete this project without this grant funding.**

GEOCOMM was selected as the Region 6 Data Repository project vendor. The Monroe County project is in conjunction with the Region 6 Data Repository project. It's purpose is to analyze Monroe County's GIS, MSAG and ALI Data and bring it up to NENA i3's 98% accuracy standard.

Monroe County is requesting state grant funds due to the county's limited available funding. The loss of substantial income from the decrease in the 911 Fee to (.40) cents has over time, significantly diminished our income and affected the County's ability to purchase the necessary 911 equipment to provide the Next Gen 911 service that our residents and visitors expect and deserve.

Because of the decrease, Monroe County does not have any available Carry Forward Funds to offset the overall system costs.

This grant program is our best hope to improve and upgrade our equipment in a timely manner.

10. Describe the required steps with an anticipated time schedule which includes procurement and payment milestones and a total project completion date.

Project Phases	Payment Milestone	Project Milestone
Phase1: Contract finalized and submitted to Vendor		Contract date – clock begins
Phase 2: Project Implementation Meeting		Within 30 days of contract signing
Phase 3: GIS Data Remediation and QA/QC		Months 2 - 6
Phase 4: GIS Data delivery & review by Customer		Month 7
Phase 5: Final data delivery, GIS data acceptance by customer and project closeout meeting		Month 8
Phase 6: Invoice to client	Full amount due NET 45	Month 9
Phase 7: Ongoing Maintenance	Invoiced Annually	Ongoing Starting Month 10 and annually thereafter

11. If applicable, sole source justification must meet the state procurement guidelines and chapter 287.057 (3)l, F.S.

The County will be using a GSA Contract. By using a GSA Contract the county will be receiving pre-approved pricing. The Federal Government has already determined the pricing as fair and reasonable by government standards and the pricing also has a ceiling rate for all products and services.

GEOCOMM has provided GSA pricing for this project and is the vendor selected for the Region 6 GIS Data Repository project. This project is a companion project with the Region 6 Data Repository project. Its purpose is to analyze Monroe County's GIS, MSAG and ALI data and bring it up to the NENA i3 98% accuracy standard. GSA pricing and vendor continuity meet the sole source requirement.

GSA Contract Number: GS-35F-0594S.

12. If applicable, please include your previous service dates for any maintenance or support services.

Not Applicable.

13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. If this requirement is violated, the grantee is subject to revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

The county certifies that all applicable state procurement rules/procedures have been met.

Failure to use grant funds as represented jeopardizes the grantee's eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

_____ _____

SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS OR COUNTY MANGER/ADMINISTRATOR — DATE

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY
DATE: 10-18-2023

_____

Printed Name

_____

Position

Regional Signatures if Applicable (add additional lines if needed)

Appendix I: Authorized Expenditures of E911 Fee, Chapter 365.172, F.S.

NO requests for funding will be acknowledged for any items not specified in Section 365.172, Florida Statutes, Emergency communication number "E911"; paragraph (10) (shown below).

Section 365.172 (10), Florida Statutes: AUTHORIZED EXPENDITURES OF E911 FEE. —

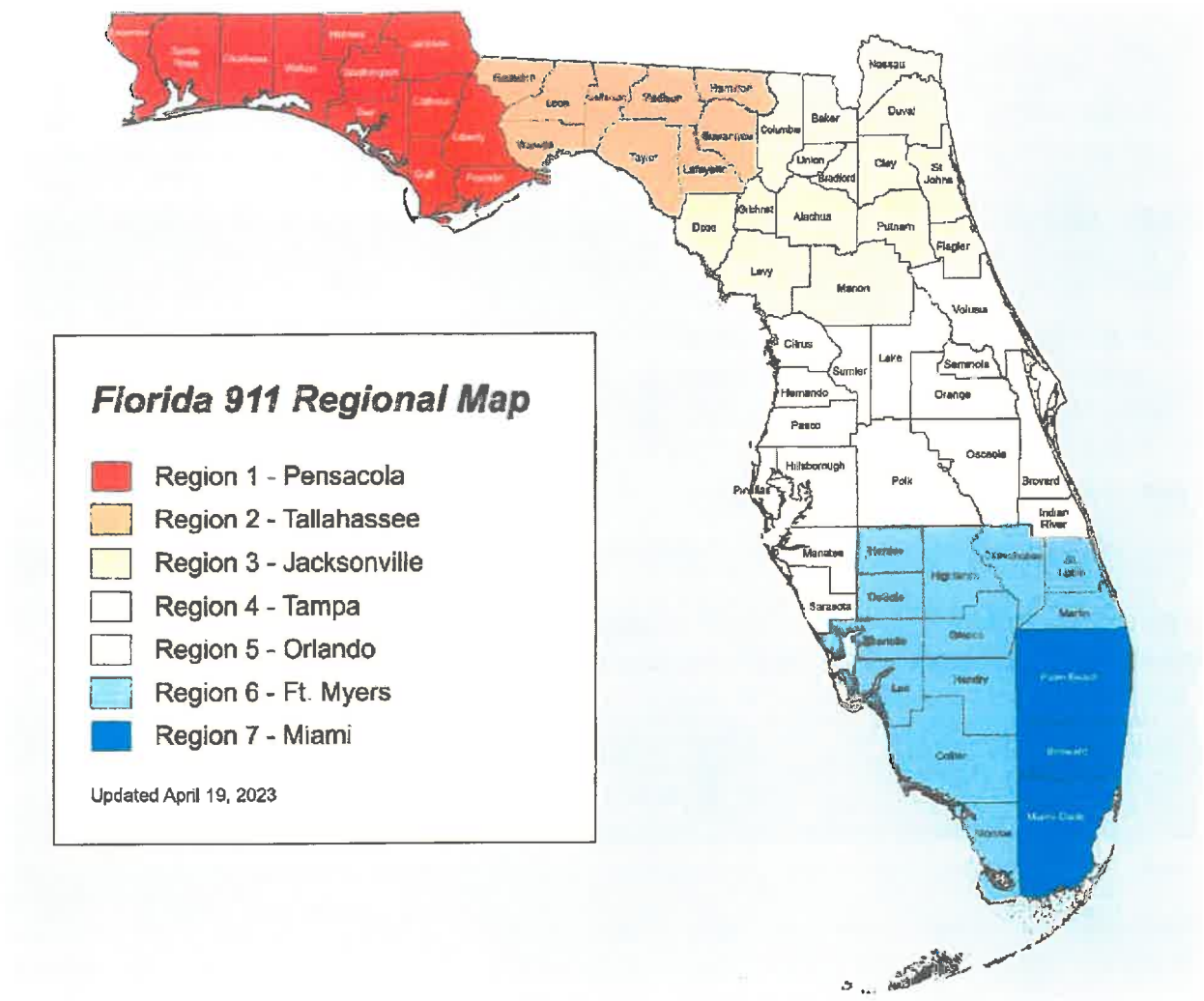
(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification, recertification, and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county, group of counties or region to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement pre-arrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety Telecommunicator's as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing system(c)

The moneys should not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses. Even any which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

911 Grant Program

Appendix II: Florida 911 Regional Map



Addendum 2 : Funding Priorities

The criteria for determining acceptability for disbursement of funds from the state of Florida 911 Grant Programs will be made on a PRIORITY basis. Regional 911 system project requests related to systems and equipment will be considered the highest priority within each priority category. If you do not see your specific 911 project listed, you are still eligible to receive funding and can apply.

1.0 Prepaid and Wireless Funding Priorities

PRIORITY 1: Primary and Secondary PSAP systems that require immediate system replacement to provision enhanced 911 status or when the expected remaining life of the system is less than one year.

PRIORITY 2: Development and maintenance of 911 routing statewide, geographic, and management information systems.

A) Statewide routing system

B) Regional, as an incremental step towards systems statewide
1. GIS Repository
2. NGCS
3. Map Display and Services
4. Management information systems and services

C) GIS Services required for the delivery of a call
1. GIS Data support-assisting counties in meeting the 98% NENA GIS Data minimum standards
2. Creation of the required layers of the NENA GIS Data model[i]
3. GIS Maintenance Tools- this includes software or software as a service

D) Management Information System and services

E) Cybersecurity
1. Cybersecurity assessments
2. Cybersecurity hardware and software
3. Ongoing cybersecurity maintenance

PRIORITY 3: Implement and maintain next generation 911 services and equipment.

PRIORITY 4: Mapping system and services necessary for provisioning Geographic Information Systems (GIS). This includes the following, listed in order of funding priority:

A) Map System Equipment - map generation hardware and software licensing are limited to components for two stations.
B) GIS Centerline point generation and map accuracy systems
C) Synchronization of GIS data and databases that support location repositories to meet a minimum 98% data accuracy for Geospatial call routing.
D) Map display and services

PRIORITY 5: Develop and maintain Next Generation 911 services and equipment.

A) Next Generation 911 Equipment and Emergency Services IP based network
B) Next Generation Core Services

PRIORITY 6: Systems that require new or replacement of critical or necessary hardware or software. This includes the following back-up PSAP's system equipment, listed in order of funding priority A-H:

A) Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display, and call answering.
B) Map Display Equipment
C) Logging Equipment
D) Lightning Protection Equipment
E) Uninterruptible Power Supply system and or Generator Equipment
F) County, group of counties or region Standalone ALI Database Equipment
G) 911 Call Taker Position Equipment
H) Net clock

PRIORITY 7: GIS sub-addressing projects

PRIORITY 8: Aerial Photography, Overhead (Nadir) / Imaging

PRIORITY 9: Infrastructure cabling and building entrance buildout cost.

PRIORITY 10: 911 Call taker workstation console/furniture (the portion related to 911 operation)

ATTACHMENT 1

GEOCOMM



GIS Professional Services

Proposal for Monroe County, Florida

September 29, 2023

Attachment 1

PUBLIC SAFETY GIS SIMPLIFIED

Table of Contents

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1 Scope of Work

GeoComm proposes to complete the following Geographic Information System (GIS) data professional services, resulting in a highly accurate GIS dataset for use in Public Safety Answering Point (PSAP) mapping systems. The final dataset will comply with CAD and PSAP mapping system requirements.

Services description and customer responsibilities and project deliverables are provided below.

Project Management Services Description

GeoComm will dedicate time to project management and ongoing communication throughout the project. GeoComm will hold a project initiation conference call with your project team to:

- Introduce project stakeholders to the GeoComm project team
- Review project objectives and goals
- Define mutual expectations
- Establish communication processes
- Review the project timeline, including periodic progress reporting
- Review PSAP mapping system requirements
- Discuss initial GIS data schema
- Discuss existing resources that may be used in developing the GIS data layers

Throughout the project, regular status updates will be provided which include progress updates; issues encountered or foreseen, with plans for mitigation; goals for the next reporting period; a schedule review; and customer responsibilities.

GIS Professional Services Description

Provisioning Boundary Layer Development or Updates

If existing provisioning boundaries are provided, they will be updated to correct topological errors and inconsistencies identified during the analysis. If no provisioning boundary layer exists, GeoComm will develop a layer based on existing municipal and/or county boundary layers or other resources you provide. Topological adjustments along borders will be made; ensuring boundaries are snapped to road centerlines, where applicable.

Development or updates to this layer will be based on resources provided and an understanding of the extent of your GIS provisioning responsibility within an NG9-1-1 deployment. After the layer is developed, GeoComm will provide a digital map for your review and approval.

The data schema will follow your PSAP mapping system requirements and NG9-1-1 GIS data standards. At minimum, GIS layer attributes categorized as "mandatory" (or the equivalent) will be populated when attributes can be obtained at the time the updates are being conducted. Other attribute categories, such as "optional" and "conditional," will be retained if attributes already exist in the current layer.

Service Boundary Layers: PSAP Boundary Layer Development or Updates

If existing PSAP boundaries are provided, they will be updated to correct topological errors and inconsistencies identified during the analysis. If no PSAP boundary layer exists, GeoComm will develop a layer based on existing municipal and/or county boundary layers or other resources provided. Topological adjustments along borders will be made; ensuring boundaries are snapped to road centerlines, where applicable.

The data schema will follow your PSAP mapping system requirements and NG9-1-1 GIS data standards. At minimum, GIS layer attributes categorized as "mandatory" (or the equivalent) will be populated when attributes can be obtained at the time the updates are being conducted. Other attribute categories, such as "optional" and "conditional," will be retained if attributes already exist in the current layer. Note that some mandatory attributes (such as URN and URI) cannot be obtained until there is an active NG9-1-1 deployment underway and the Next Generation Core Service (NGCS) provider determines the attributes to populate.

Other categories, such as "optional" and "conditional," will be retained if attributes already exist in the current layer.

Service Boundary Layers: Police, Fire, EMS Layers Development or Updates

If existing emergency service boundaries representing the areas covered by police, fire, and EMS responders are provided, they will be updated to correct topological errors and inconsistencies identified during the analysis. In some systems, these layers may also be used for connecting incoming calls to the correct emergency responders. These layers will also be used for populating attribute information in the road centerlines and site/structure address point layers.

If emergency service boundaries do not exist, three layers will be developed representing the areas covered by police, fire, and EMS responders. These new layers will be based on resources you provide depicting the boundaries. After each layer is developed, GeoComm will provide a map for your review and approval. The data schema will follow your PSAP mapping system requirements and NG9-1-1 GIS data standards. At minimum, GIS layer attributes categorized as "mandatory" (or the equivalent) will be populated when attributes can be obtained at the time the updates are being conducted. Other attribute categories, such as "optional" and "conditional," will be retained if attributes already exist in the current layer. Note that some mandatory attributes (such as URN and URI) cannot be obtained until there is an

active NG9-1-1 deployment underway and the Next Generation Core Service (NGCS) provider determines the attributes to populate. Other categories, such as "optional" and "conditional," will be retained if attributes already exist in the current layer.

If required by your data standards, a fourth layer will be developed representing the emergency service numbers throughout the area.

Road Centerlines Layer: GIS Data Attribute Standardization: Transform Schema to PSAP Mapping System Requirements

GeoComm will review the GIS data schema of the provided road centerlines to determine their conformance with the latest NENA NG9-1-1 GIS Data Model and PSAP mapping system requirements. A side by side comparison of the existing and recommended GIS data structures will be provided. GeoComm will then convert your GIS data into a schema following the NENA NG9-1-1 GIS Data Model (NENA-STA-006) and PSAP mapping system schema. GeoComm will populate Mandatory and Conditional attributes with provided resources.

GeoComm will also add edit tracking fields to the GIS layers to identify features that have been modified, the type of change made, who made the change, and the date the feature was last updated.

Road Centerlines Layer: Attribute Updates for MSAG Synchronization

GeoComm will update the existing road centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. Road centerlines layer updates include:

- Updating legacy attribute fields to correspond with road names, communities, and ESN values in the Master Street Address Guide (MSAG).
- Extending address range attributes to synchronize with the MSAG, or, if it is the MSAG range that needs to be modified, GeoComm will include that in the list of discrepancies for you to submit to your database provider for updates.
- Left and Right Field Attribution for Country, State, County, Incorporated Municipality, and MSAG Community based on resources provided. Optional attributes will be retained if attributes already exist in the current layer.

Road Centerlines Layer: Attribute Updates for ALI synchronization

GeoComm will update the road centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. Road layer updates include:

- Road Name Updates – road name attributes will be updated to correspond to road names in the ALI database.

- Road Range Updates - road range attributes will be updated to accommodate ALI records.
- Legacy Field Attribution - legacy fields in the GIS data will be attributed to match ALI record information.

However, if it is the ALI record address which requires modification, GeoComm will identify these and provide them for you to work with your ALI database provider for updates.

Road Centerlines Layer: Street Connectivity Updates

GeoComm will update the existing road centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. For street connectivity updates, road centerlines will be broken and snapped to create topological accuracy for proper address location. Road centerlines will be broken at emergency service boundary layers, available community boundaries (including county, municipal, postal, and zip code boundaries), PSAP and provisioning boundaries, and true intersections with other road centerlines. Corresponding boundary updates will be made to emergency service and incorporated municipality boundaries (if provided) which run alongside road centerlines to ensure coincident lines with corresponding road centerlines.

Road Centerlines Layer: Address Range Updates

GeoComm will update the existing road centerlines layer based on inconsistencies noted during the analysis. If there are discrepancies between approved resources, GeoComm will work with you for verification. Road centerlines layer update processes include validating or correcting the following address range issues:

- Overlapping address ranges
- Invalid high address range is less than the low address range
- invalid odd/even address ranges in both the from and to fields

Site/Structure Address Points Layer: GIS Data Attribute Standardization: Transform Schema to PSAP Mapping System Requirements

GeoComm will review the GIS data schema of the provided site/structure address points layer to determine its conformance with the latest NENA NG9-1-1 GIS Data Model and PSAP mapping system requirements. A side by side comparison of the existing and recommended GIS data structures will be provided. GeoComm will then convert your GIS data into a schema following the NENA NG9-1-1 GIS Data Model (NENA-STA-006) and PSAP mapping system schema. GeoComm will populate Mandatory and Conditional attributes with provided resources.

GeoComm will also add edit tracking fields to the GIS layers to identify features that have been modified, the type of change made, who made the change, and the date the feature was last updated.

Site/Structure Address Point Layer: Attribute Synchronization with Road Centerlines and Boundary Layers

GeoComm will update the existing Site/Structure Address Point layer based on inconsistencies noted during the analysis and provided resources. If there are discrepancies between approved project resources, GeoComm will work with you for verification.

GeoComm will update the existing Site/Structure Address Point layer to ensure attributes are synchronized with road centerlines and boundary layers, points fall in the correct PSAP boundary, and are spatially placed along the correct centerline segment where possible.

Site/Structure Address Point Layer: Attribute Updates for ALI Synchronization

Road name attributes will be updated to correspond to road names in the Automatic Location Information (ALI) database and to synchronize with road centerlines attributes. Legacy fields in the GIS data will be attributed to match ALI record information. However, if it is the ALI record address which requires modification, GeoComm will identify this in the list of discrepancies for you to submit to your database provider for updates.

In addition, duplicate addresses and potentially missing address points will be investigated with assistance from the customer.

Incorporated Municipality Boundary Layer Updates or Development

If existing incorporated or municipal boundaries are provided, they will be updated to ensure no gaps and overlaps exist between boundaries.

If incorporated or municipal boundaries do not exist, existing publicly available GIS data and/or provided resources will be used to develop a polygon layer representing incorporated municipality boundaries within your jurisdiction. After the layer is developed, GeoComm will provide a digital map for your review and approval.

The data schema will follow your PSAP mapping system requirements. At minimum, GIS layer attributes categorized as "mandatory" (or the equivalent) will be populated when attributes can be obtained at the time the updates are being conducted.

Other categories, such as "optional" and "conditional," will be retained if attributes already exist in the current layer.

This layer will be used to populate municipality attributes in the road centerlines layer and/or site/structure address point layer and will be available for visual display in your PSAP mapping system.

Road Centerlines Layer: Vehicle Routing Attribution

GeoComm will update the road centerlines layer with street routing attributes using provided resources, publicly available data, and aerial imagery. Topological updates will be made where needed. Attributes may include:

- One-way Roads - attributes will be added to one-way road segments along interstates, ramps, and dual carriageways, as well as local one-way streets
- Road Classifications - road classification attributes will be added to each road segment
- Speed Limits - speed limits will be added to each road segment
- Elevation and Bridge Topology – based on your needs, roads will remain unbroken at bridge and intersections where two roads cross but turning is not possible, or elevation field attributes will be added to distinguish between true intersections and bridges

Road Centerlines Layer: Highway/Freeway and Ramp Naming Standardization

To optimize the routing capabilities of the road centerlines layer, road name attributes for highways will be attributed consistently and, if applicable, match any GIS data model requirements you have. Highway ramps will be attributed with the name "Ramp".

Street Name Alias Table Creation

An alias name table will be developed based on provided resources indicating alternative street names in your jurisdiction, allowing the 9-1-1 system to utilize multiple street names for the same street segments.

A unique road ID will be used to relate the names for each road name in the alias table to the correct road segment in the road layer.

Road Centerlines Layer: Spatial Alignment

Roads not aligned with publicly available or provided aerial imagery will be spatially adjusted to fit within a minimum of twelve feet from the street centerline, from the visual road center as determined by imagery. Imagery will appear smooth at a scale of 1:4,632 in rural areas and 1:1,968 in urban areas. Line direction will follow the increase in address numbers.

As part of this process, missing named roads will also be identified and added, as needed.

Site/Structure Address Point Layer: Spatial Alignment

Based on provided resources including a tax parcel layer containing a situs address field and any available building footprint data, GeoComm will develop new address points with accompanying descriptive attributes for structures where a point does not already exist.

New points will be placed at a location (e.g. on structure rooftops or at driveway entrances) according to your PSAP mapping system requirements or the methodology used for existing points. On-site collection or verification of address points may be provided for an additional fee.

For multi-unit structures (e.g. apartment complexes, strip malls, mobile home parks) where a point does not already exist, GeoComm will create one new point for each building with a unique street address number (not including unit numbers) and will work with you to establish an agreed-upon point placement methodology. If multiple points already exist for individual units of a multi-unit structure, these points will be retained but will not be moved unless resources indicate the points are incorrectly placed. The development of points for individual units, such as individual apartments or office suites, may be provided for an additional fee.

The accuracy of newly developed points will be dependent upon the provided resources. Site/structure address point development requires a parcel map with situs address information or another GIS resource containing the location and physical address of each addressable structure.

GIS Maintenance

GIS Data Layers Maintenance Services

GeoComm will use provided resources, including digital copies of the MSAG and ALI database, to update GIS data layers for location validation in 9-1-1 systems. As needed, GeoComm will:

- Update the Road Centerline layer with additions, deletions, and corrections
- Update the Site/Structure Address Point layer with additions, deletions, and corrections
- Update Service Boundary Layers (PSAP, police, fire, EMS, and ESZ/ESN) with additions, deletions, and corrections when requested
- Update the Provisioning Boundary Layer with additions, deletions, and corrections.
- Update the Incorporated Municipality Layer when there are annexations

GIS data attribute standardization following the NENA Standard for NG9-1-1 GIS Data Model and/or your PSAP mapping system requirements are included. GeoComm will populate Mandatory and Conditional attributes with provided resources.

GeoComm will perform quality control (QC) checks on GIS data to measure GIS data quality and synchronization with MSAG and ALI databases, if available. If GIS data errors are detected, GeoComm will make appropriate corrections. If MSAG or ALI errors are detected, GeoComm

will correct the error if contracted to do so. If resolving the MSAG or ALI errors are outside of the scope of service, GeoComm will provide you with a list of required updates.

GeoComm will provide updated GIS data packages (zip file containing the updated GIS data layers in file geodatabase format) for you to provision into your local 9-1-1 systems. If the local 9-1-1 system is a GeoComm mapping application, GeoComm will execute the update process.

If requested, GeoComm can provide.pdf files representing one combined Service Boundary map (Police, Fire, EMS) which you can print to hard copy wall maps.

MSAG and ALI Maintenance Services

To ensure ongoing synchronization with GIS data layers, MSAG, and ALI database, GeoComm will update and manage your MSAG based on provided resources. As needed, GeoComm will:

- Submit MSAG updates to your database provider when roads are added, changed, or deleted if allowed access to the database provider's MSAG maintenance system.
- Assist in the resolution of MSAG discrepancies, as provided by the database provider (E.g. overlaps with other MSAG entries, address validation, etc.)
- Assist in the resolution of inconsistencies between the MSAG and GIS data layers.
- Assist in the resolution of telephone (TN) records that do not match the MSAG.
- Request new Emergency Service Numbers (ESNs) from the database provider when new responder combinations are created.
- Complete periodic reviews of the MSAG, ALI database, and GIS data layers to ensure a high synchronization Rate and complete updates. Note: If clarification is needed, GeoComm will work with you to ensure accurate updates are made.

Address Assignment Services

GeoComm will update the Site/Structure Address Point layer based on resources provided. As needed, GeoComm will:

- Update the Site/Structure Address Point layer with new address point locations using provided accurate location information or latitude and longitude for the approximate placement of the address point.
- Assign addresses to newly added points based on the road centerline layer attributes (street name and address ranges) and return the newly assigned addresses within three business days.
- Provide support regarding unique addressing situations or addressing discrepancies.

Note: GeoComm is not responsible for notifying residents of the newly assigned addresses.

2 Responsibilities and Deliverables

We believe our customers play a critical role in a project's success. While GeoComm will lead the project efforts, we will partner with you to ensure you have in-depth project knowledge and are kept informed about the project status and meeting project goals.

Project Deliverables

- General project support
- Project schedule
- Regular status reports and conference calls
- Provisioning Boundary Layer
- PSAP Boundary Layer
- Police, Fire, and EMS Layers
- Road Centerlines Layer
- Site/Structure Address Points Layer
- Incorporated Municipality Boundary Layer
- Street Name Alias Table

Optional Maintenance Deliverables

- Updated GIS data layers and synchronization comparison results between the ALI database, MSAG, and GIS provided as frequently as quarterly
- MSAG updates submitted to the database provider, quarterly synchronization comparison results between the ALI database, MSAG, and GIS, and GIS map data update recommendations (if maintained by you) or updates to GIS map data (if GeoComm maintains)
- Updated address point layer provided as frequently as quarterly, new structure addresses provided within 3 business days, and consultation for unique addressing situations or addressing discrepancies

The final GIS map data layers will be delivered in Esri format and in the projection in which the data was provided to GeoComm.

Note that the completeness and accuracy of the final GIS layers is dependent on provided project resources. To achieve a high synchronization rate between the GIS data and the MSAG, you may need to make additional updates to the MSAG.

Customer Responsibilities

It is requested that you provide the following support and resources:

- Assist in coordinating and attending periodic conference calls
- Provide pertinent project information and documentation
- Assist in ongoing quality assurance tasks
- Provide a single point of contact available for communication throughout the project
- Review preliminary emergency boundary maps and provide input on updates needed
- Review final synchronization results and provide any needed GIS data updates back to GeoComm within a 30-day timeframe
- Submit required GIS information (e.g. GIS map data, public safety databases, and/or other resources) to our website (https://geo-comm.com/gis-data-submission/).
- Existing GIS data in Esri format including map projection information
- Current copies of your ALI and MSAG in Microsoft Excel format
- Digital or hard copy resources depicting road centerlines and boundary updates

3 Pricing

Prices are valid for a period of 90 days.

Total does not include sales tax. Applicable taxes will be determined upon contract signing. Monroe County is responsible for paying all sales taxes.

GIS Professional Services

Non-Recurring Services Price (GSA Labor Category: GIS Specialist SIN 54151S)	Non-Recurring MSRP	Non-Recurring GSA Fee
GIS Data Analysis		
Provisioning Boundary Layer: Development or Updates		
Service Boundary Layers: PSAP Boundary Layer Development or Updates		
Service Boundary Layers: Police, Fire, EMS Layers Development or Updates		
Road Centerlines Layer: GIS Data Attribute Standardization		
Road Centerlines Layer: Attribute Updates for MSAG Synchronization		
Road Centerlines Layer: Attribute Updates for ALI Synchronization		
Road Centerlines Layer: Street Connectivity Updates		
Road Centerlines Layer: Address Range Updates	$93,386.54	$90,578.60
Site/Structure Address Points Layer: GIS Data Attribute Standardization		
Site/Structure Address Points Layer: Synchronization with Road Centerlines and Boundary Layers Attributes		
Site/Structure Address Points Layer: Attribute Updates for ALI Synchronization		
Incorporated Municipality Boundary Layer Development or Updates		
Road Centerlines Layer: Vehicle Routing Attribution		
Road Centerlines Layer: Highway/Freeway and Ramp Naming Standardization		
Street Name Alias Table Creation		
Road Centerlines Layer: Spatial Alignment		
Site/Structure Address Points Layer: Spatial Alignment		
Contract Total:	**$93,386.54**	$90,578.60

Notes: Pricing is subject to increases at the sole discretion of GeoComm, annually, as a result in changes in market conditions including the Consumer Price Index and inflation. Notice of price increase would be provided at least 180 days prior to the start of each contract year.

Pricing is based on General Services Administration (GSA) Contract Number GS-35F-0594S.

Optional Recurring Maintenance

Recurring Services Price (GSA Labor Category: GIS Specialist SIN 54151S)	Recurring MSRP	Recurring GSA Fee
Year One		
GIS Data Layers Maintenance Services	$7,777.04	$7,543.20
MSAG and ALI Maintenance Services	$1,851.68	$1,796.00
Address Assignment Services	$5,555.03	$5,388.00
Year One Total	$15,183.74	$14,727.20
Year Two		
GIS Data Layers Maintenance Services	$8,165.89	$7,920.36
MSAG and ALI Maintenance Services	$1,944.26	$1,885.80
Address Assignment Services	$5,832.78	$5,657.40
Year Two Total	$15,942.93	$15,463.56
Year Three		
GIS Data Layers Maintenance Services	$8,574.19	$8,316.38
MSAG and ALI Maintenance Services	$2,041.47	1,980.09
Address Assignment Services	$6,124.42	$5,940.27
Year Three Total	$16,740.08	$16,236.74
Year Four		
GIS Data Layers Maintenance Services	$9,002.90	$8,732.20
MSAG and ALI Maintenance Services	$2,143.55	$2,079.09
Address Assignment Services	$6,430.64	$6,237.28
Year Four Total	$17,577.08	$17,048.57
Year Five		
GIS Data Layers Maintenance Services	$9,453.04	$9,168.81
MSAG and ALI Maintenance Services	$2,250.72	$2,183.05
Address Assignment Services	$6,752.17	$6,549.15
Year Five Total	$18,455.93	$17,901.00
Contract Total:	**$83,899.77**	**$81,377.08**

Notes: Pricing is subject to increases at the sole discretion of GeoComm, annually, as a result in changes in market conditions including the Consumer Price Index and inflation. Notice of price increase would be provided at least 180 days prior to the start of each contract year.

Pricing is based on General Services Administration (GSA) Contract Number GS-35F-0594S.

ATTACHMENT 2

Budget Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

County: Monroe County	**Project Name:** GEOCOMM Professional GIS Services for Monroe (

Budget Categories

Deliverables	Unit Price ($)	Quantity	Total Amount ($)
A. System (Hardware, Software, Equipment, & Labor)			
B. Services (Training, Maintenance, and Warranty Items) GIS Data Analysis Provisioning Boundry Layer: Development or updates Service Boundary Layers: PSAP Boundary Layer Development or updates Service Boundary Layers: Police, Fire, EMS Layers Development or updates Road Centerlines Layer: GIS Data Attribute Standardization Road Centerlines Layer: Attribute updates for MSAG Synchronizaton Road Centerlines Layer: Attribute updates for ALI Synchronizaton Road Centerlines Layer: Street Connectivity updates Road Centerlines Layer: Address Range updates Site/Structure Address Points Layer: GIS Data Attributes Standardization Site/Structure Address Points Layer: Synchronization with Road Centerlines & Boundary Layers Attributes Site/Structure Address Points Layer: Attribute Updates for ALI Synchronization			90,578.60
		Overall Project Total	90,578.60
		Carry Forward Funds Applied	0
		Grant Request Total Less Carry Forward Applied	90,578.60

Notes:

Signature, 911 County Coordinator

Rule 60FF1-5.0035, F.A.C. Budget Report 6/2021

Attachment 2

Complete GEOCOMM Services list on Budget Report

Provisioning Boundry Layer: Development or updates
Service Boundary Layers: PSAP Boundary Layer Development or updates
Service Boundary Layers: Police, Fire, EMS Layers Development or updates
Road Centerlines Layer: GIS Data Attribute Standardization
Road Centerlines Layer: Attribute updates for MSAG Synchronizaton
Road Centerlines Layer: Attribute updates for ALI Synchronizaton
Road Centerlines Layer: Street Connectivity updates
Road Centerlines Layer: Address Range updates
Site/Structure Address Points Layer: GIS Data Attributes Standardization
Site/Structure Address Points Layer: Synchronization with Road Centerlines & Boundary Layers Attributes
Site/Structure Address Points Layer: Attribute Updates for ALI Synchronization
Incorporated Municipality Boundary Layer Development or Updates
Road Centerlines Layer: Vehicle Routing Attribution
Road Centerlines Layer: Highway/Freeway & Ramp Naming Standarization
Street Name Alias Table Creation
Road Centerlines Layer: Spatial Alignment
Site Structure Address Points Layer: Spatial Alignment

ATTACHMENT 3

GIS Services and Maintenance Project
Milestones Table

GEOCOMM

Project Phases	Payment Milestone	Project Milestone
Phase1: Contract finalized and submitted to Vendor		Contract date – clock begins
Phase 2: Project Implementation Meeting		Within 30 days of contract signing
Phase 3: GIS Data Remediation and QA/QC		Months 2 - 6
Phase 4: GIS Data delivery & review by Customer		Month 7
Phase 5: Final data delivery, GIS data acceptance by customer and project closeout meeting		Month 8
Phase 6: Invoice to client	Full amount due NET 45	Month 9
Phase 7: Ongoing Maintenance	Invoiced Annually	Ongoing Starting Month 10 and annually thereafter

Attachment 3

ATTACHMENT 4

County E911 Fiscal Information				
Item No.	E911 Fee Revenue			
1	County	Monroe	Fiscal Year	2021-2022
2	Wireless Fee Revenue	$314,565.19		
3	Non-Wireless Fee Revenue	$120,907.22	(LEC, Wireline,& VoIP)	
4	Pre-Paid Fee Revenue	$70,565.75		
5	Total Fee Revenue	$506,038.16	Carry Forward Fee Revenue Calculation (Item #2 + Item #3 + Item #4)	
Item No.	E911 Allowable Expenditures			
6	Fee Revenue Expenditures	353,912.43		
Item No.	E911 Carry Forward & Excess Carry Forward			
9	Allowable Carry Forward	$151,811.45	Maximum Allowable (30% of Item #5)	
10	Actual Carry Forward	$0.00	Limited by Para 365.173(2)(d). Florida Statutes. Assure amount is equal (=) to or less than (<) Item #9	
11	Excess Carry Forward Recovery	$0.00		
Item No.	Contact Information			
12	Preparer's Name	Julia E Todd		
13	Preparer's Title / Position	911 Database Coordinator		
14	Telephone Number	305-289-6035		
15	Preparer's Email	jtodd@keysso.net		
16	Date	12/2/2022		
In accordance with Paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes				
County E911 Fiscal Information	Incorporated by reference in Fla Admin. Code Rule 60FF1-5.006 Requirements for County Carry Forward Funds & Excess Funding 04/2020			

Attachment 4

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F11
2023-1716

BULK ITEM: Yes

DEPARTMENT: Facilities Maintenance

TIME APPROXIMATE:
N/A

STAFF CONTACT: Willie DeSantis

AGENDA ITEM WORDING: Approval of a Third Amendment to Agreement with Tower Pest Control, Inc. for Pest Control-Lower Keys, Monroe County, Florida, to update the Scope of Work by adding another facility location for pest control services and adjusting the annual cost. Funding is Ad Valorem, Parks and Beaches Fund 147, and TDC.

ITEM BACKGROUND:

Monroe County entered into a RFP Bid Award Agreement with Tower Pest Control, Inc. (Tower) on September 21, 2022, for Tower to provide pest control services to certain County locations for the Facilities Maintenance Department. Some County Parks and Beaches Department locations were added to the current Tower Agreement when its annual solicitation agreement terminated on October 1, 2022. The First Amendment, approved on March 22, 2023, added additional locations, deleted a location, and increased the annual amount. On September 20, 2023, the BOCC approved a Second Amendment to increase the contract amount by a CPI-U of 3% with an effective date of October 1, 2023.

This Third Amendment seeks approval to add the new Big Pine Key Community Center for another Facility location for pest control services at a monthly fee of $82.40. With the additional location, the total annual cost for Facilities Maintenance for twenty-two (22) Locations, twenty-four (24) Buildings is $16,747.80. The total annual cost for Parks and Beaches for seven (7) Locations, three (3) Buildings is $13,946.20. The total annual compensation to the Contractor under this Agreement shall not exceed $46,162.00, unless pre-approved work requiring additional funds is implemented. Staff seeks approval of this Third Amendment as noted herein. All other Terms of the Original Agreement, as amended, remain the same.

PREVIOUS RELEVANT BOCC ACTION:
September 20, 2023 BOCC approved a Second Amendment to increase the contract amount by a CPI-U of 3% with an effective date of October 1, 2023.

March 22, 2023 BOCC approved a First Amendment to Agreement with Tower Pest Control for Lower Keys Pest Control Services at County Facilities to terminate one location and add Parks and

Beaches Locations, which increases the annual not to exceed amount, from $29,000.00 to $43,340.00.

September 21, 2022 BOCC approved a RFP Bid Award Agreement to Tower Pest Control for Lower Keys Facilities with a 2-year initial term commencing on October 1, 2022, and terminating on September 30, 2024. The County has the option to renew for up to three (3) additional one-year periods. The annual contract amount was not to exceed $29,000.00 unless pre-approved work requiring additional funds is implemented.

CONTRACT/AGREEMENT CHANGES:
The Scope of Work is amended to include an additional location at the new Big Pine Key Community Center, at 201 Key Deer Blvd., Unit C1-3, Big Pine Key to be treated Monthly at a cost of $82.40. With the additional location, the total annual cost for Facilities Maintenance for twenty-two (22) Locations, twenty-four (24) Buildings is $16,747.80. Total annual cost for Parks and Beaches for seven (7) Locations, three (3) Buildings remains the same at $13,946.20. Total Annual Compensation to the Contractor shall not exceed $46,162.00, unless pre-approved work requiring additional funds is implemented.

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

09-20-2023-Second Amendment-Pest Control-Exec.pdf
03-22-2023-T-7-First Amendment to Agreement - Tower Pest Control-Exec.pdf
09-21-2022 Agreement-Tower-Exec.pdf
COI - Tower Pest Control exp 07-22-2024 jf.pdf
11-08-2023-Third Amendment to Agreement with Ex A- Tower Pest Control (Rev final legal stamped)-Partial Exec.pdf

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FINANCIAL IMPACT:

FINANCIAL IMPACT:

Effective Date: November 8, 2023

Expiration Date: September 30, 2024 (unless renewal options are exercised)

Total Dollar Value of Contract: $46,162.00

Total Cost to County: $145,000.00 (Facilities Maintenance) + $64,530.00 (Parks & Beaches) for total of $209,530.00.

Current Year Portion: FY24 - $30,890.00 (20501) + $1,917.00 (20502) + $10,160.10 (20503) + $3,195.00 TDC (117-77011)

Budgeted: Yes

Source of Funds: Ad Valorem, Fund 147 Parks & Beaches, and TDC

CPI: Yes

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts: N/A

Revenue Producing: No **If yes, amount:**

Grant: N/A

County Match: N/A

Insurance Required: Yes (COI attached)

Additional Details: Contract amount not to exceed $46,162.00 Annually unless pre-approved work requiring additional funds is implemented.

Kevin Madok, CPA

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

DATE: September 27, 2023

TO: William DeSantis, Director
Facilities Maintenance

Chrissy Collins
Executive Administrator

Alice Steryou
Contract Monitor

FROM: Liz Yongue, Deputy Clerk

SUBJECT: September 20, 2023 BOCC Meeting

The following item has been executed and added to the record:

C10 2nd Amendment to Agreement with Tower Pest Control, Inc. for Pest Control-Lower Keys, Monroe County, Florida, to apply a CPI-U increase of 3%, effective October 1, 2023. Funding is Ad Valorem, Parks and Beaches Fund 147, and TDC. The annual contract amount shall not exceed $43,340.00.

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

cc: County Attorney
Finance
File

SECOND AMENDMENT TO AGREEMENT
FOR
PEST CONTROL - LOWER KEYS
MONROE COUNTY, FLORIDA

This Second Amendment to Agreement for Pest Control, Lower Keys, is made and entered into this 20th day of September 2023, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **TOWER PEST CONTROL, INC.**, a *Florida Profit Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose address is 7760 West 20 Ave., Bay 14, Hialeah, Florida 33016.

WHEREAS, on September 21, 2022, the parties entered into an Agreement for Pest Control – Lower Keys ("Original Agreement") for the CONTRACTOR to provide pest control services for the Lower Keys Facilities owned by Monroe County; and

WHEREAS, on March 22, 2023, the Board of County Commissioners ("BOCC") approved the First Amendment to the Original Agreement, which deleted and added locations for monthly pest control; and

WHEREAS, Paragraph 6 of the Original Agreement, as amended, provides that the contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation at December 31 of the previous year or 3%, whichever is less, and provides for three (3) optional one-year renewal periods to extend the term of the agreement; and

WHEREAS, this Second Amendment to Agreement is to amend the Original Agreement to increase payment amounts by the annual CPI-U adjustment of three percent (3%), which was the lesser increase, effective October 1, 2023; and

WHEREAS, the parties have found the Original Agreement to be mutually beneficial; and

WHEREAS, the parties find that it would be mutually beneficial to enter into this Second Amendment to the Original Agreement to provide for the annual CPI-U adjustment of three percent (3%), pursuant to the terms of the Original Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree to amend the Original Agreement as follows:

1. In accordance with Paragraph 6 of the Original Agreement, the Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation on December 31 of the previous year or 3% whichever is less. The CPI-U on December 31, 2022, was 6.5%, therefore the annual CPI-U increase shall be three percent (3%), effective as of October 1, 2023.

2. Paragraphs 5, C. and D., **CONTRACT SUM AND PAYMENTS TO CONTRACTOR,** of the Original Agreement, shall be amended to reflect the CPI-U increase, as follows:

C. The cost of labor used by the contractor to fulfill the obligation of the Contract will be included in the following amounts of:

FACILITY	ADDRESS	FREQUENCY	TREATMENT COST
Higgs Beach Dog Park	1000 Atlantic Blvd., Key West	Monthly	$154.50
West Martello	1100 Atlantic Blvd., Key West	Monthly	$257.50
Bernstein Park	6751 5th St., Stock Island	Monthly	$154.50
Wilhelmina Harvey Park	360 Ave F., Big Coppitt	Quarterly	$103.00
Pine Channel Nature Park	29550 Overseas Hwy., Big Pine	Monthly	$97.85
Big Pine Community Park	31009 Atlantis Rd., Big Pine	Monthly	$309.00
Watson Field Dog Park	30150 South St., Big Pine	Monthly	$154.50
Gato Building	1100 Simonton St., Key West	Monthly	$123.60
Harvey Government Center	1200 Truman Ave., Key West	Monthly	$97.85
Historic Courthouse	500 Whitehead St., Key West	Monthly	$97.85
Jefferson Browne (Incl. Old Jail)	502 Whitehead St., Key West	Monthly	$97.85
Lester Building	530 Whitehead St., Key West	Monthly	$97.85
Freeman Justice Center	302 Fleming St., Key West	Monthly	$97.85
Key West Library	700 Fleming St., Key West	Monthly	$61.80
Bayshore Manor	5200 College Road, Stock Island	Monthly	$97.85
County Attorney Offices	1111 12th St., Suite 408, Key West	Monthly	$41.20
Public Defender Office # 310	1111 12th St., Suite 310, Key West	Monthly	$41.20
Big Pine Key Library	213 Key Deer Blvd., Big Pine Key	Monthly	$41.20
Blue Heron Community Center	30451 Lyttons Way, Big Pine	Monthly	$36.05
Big Pine DMV	247 Key Deer Blvd., Big Pine	Monthly	$30.90
Commissioner Lincoln Office	243 Key Deer Blvd., Big Pine	Monthly	$30.90
Stock Island Fire Station #8	5655 MacDonald Ave., Stock Island	Monthly	$46.35
Big Pine Key Fire Station #13	390 Key Deer Blvd., Big Pine	Monthly	$46.35
Big Coppitt Key Fire Station #9	28 Emerald Dr., Big Coppitt	Monthly	$46.35
Sugarloaf Key Fire Station # 10	17097 Overseas Hwy., Sugarloaf Key	Monthly	$46.35
Cudjoe Key Fire Station #11	22352 Overseas Hwy., Cudjoe Key	Monthly	$46.35

2 Public Works Trailers and Fleet Garage @ Rockland Key Site	123 Overseas Highway, Rockland Key	Monthly	$46.35
Key West DMV	3304 N. Roosevelt Blvd., Key West	Monthly	$41.20

Total Annual Cost for Facilities Maintenance for eighteen (18) Locations, twenty-three (23) Buildings is Fifteen Thousand Seven Hundred Fifty-nine and 00/100 ($15,759.00) Dollars.

Total Annual Cost for Parks and Beaches for seven (7) Locations, three (3) Buildings is Thirteen Thousand Nine Hundred Forty-six and 20/100 ($13,946.20) Dollars.

Facilities Maintenance and Parks and Beaches Departments shall be invoiced separately.

There shall be no additional charges to the County for travel, mileage, meals, or lodging.

D. Total Annual Compensation to CONTRACTOR under this Agreement shall not exceed Forty-three Thousand Three Hundred Forty and 00/100 ($43,340.00) Dollars, unless pre-approved work requiring additional funds is implemented.

3. Except as set forth in Paragraphs 1 through 2 of this Second Amendment to Agreement, in all other respects, the terms and conditions set forth in the Original Agreement, as amended, remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this Second Amendment to Agreement on the day and year first written above and shall be deemed an original contract.

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: 9/20/2023

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

FILED FOR RECORD
2023 SEP 27 PM 4:23
CLK. CIR. CT.
MONROE COUNTY, FL

Witnesses for CONTRACTOR:

_____
Signature

8-12-2023 JESSICA TORRE
Date Print Name

_____
Signature

8/12/2023 Olivia Torre.
Date Print Name

CONTRACTOR: TOWER PEST CONTROL, INC.

_____

By: Francisco Torre

Signature of person authorized to legally bind CONTRACTOR

Date: 8/10/2023

Francisco Torre, president
Print Name and Title

Address: 7760 W. 20 Ave
Bay 14
Hialeah, Fl 33016

Telephone Number: 305 821-3888

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
_____
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 8/10/2023

TOWERPE001 APASQUALINI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/20/2023

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

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

PRODUCER
Riemer Insurance Group, Inc.
P O Box 250
Hallandale, FL 33008

CONTACT NAME: Amanda Pasqualini
PHONE (A/C, No, Ext): (754) 202-0883 FAX (A/C, No):
E-MAIL ADDRESS: apasqualini@riemerinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Imperium Insurance Company	35408
INSURER B : Infinity Auto Insurance Company	11738
INSURER C : Technology Insurance Co.	42376
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tower Pest Control, Inc.
7760 West 20th Ave, Bay 14
Hialeah, FL 33016

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	IICGL0795602	7/22/2023	7/22/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		509820061744001	7/21/2023	7/21/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE			IICEX0102002	7/22/2023	7/22/2024	AGGREGATE	$ 4,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A	X	TWC4276158	7/22/2023	7/22/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

APPROVED BY RISK MANAGEMENT
BY
DATE 8.7.23
WAIVER N/A X YES

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

Monroe County Board of County Commissioners, its employees and officals is included as Additional Insured with respects to General Liability & Auto Liability, Waiver of Subrogation with respects to the General Liability & Workers Compensation, applies as required by written contract, subject to policy terms, conditions and exclusions with regards to the Named Insured's operations.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Kevin Madok, CPA

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

DATE: April 17, 2023

TO: Alice Steryou
Contract Monitor

FROM: Pamela G. Hancock, D.C.

SUBJECT: March 22nd BOCC Meeting

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

T7 1st Amendment to Agreement with Tower Pest Control, Inc. for Lower Keys Pest Control Services at county facilities to terminate one location and add parks & beaches locations which increases the annual, not to exceed, amount from $29,000.00 to $43,340.00.

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

cc: County Attorney
Finance
File

FIRST AMENDMENT TO AGREEMENT
FOR
PEST CONTROL - LOWER KEYS
MONROE COUNTY, FLORIDA

This First Amendment to Agreement for Pest Control, Lower Keys is made and entered into this 22nd day of March 2023, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **Tower Pest Control, Inc.**, a *Florida Profit Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose address is 7760 W 20 Ave., Bay 14, Hialeah, Florida 33016.

WHEREAS, on September 21, 2022, the parties entered into an Agreement for Pest Control – Lower Keys ("Original Agreement") for the CONTRACTOR to provide pest control services for the Lower Keys Facilities owned by Monroe County; and

WHEREAS, CONTRACTOR desires and is able to provide pest control services for additional locations and delete a location within the Lower Keys as outlined in the below SWope of work; and

WHEREAS, this First Amendment serves to amend the Original Agreement to update certain provisions, incorporate and include the CONTRACTOR's scope of services to be provided at the additional Lower Keys locations and terminate one (1) location as outlined in the below Scope of Work;

WHEREAS, the parties have found the Original Agreement to be mutually beneficial; and;

WHEREAS, the parties find that it would be mutually beneficial to enter into this First Amendment to the Original Agreement for termination of certain pest control services and for additional pest control services;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree to amend the Original Agreement as follows:

1. Paragraph 2, **SCOPE OF WORK,** of the Original Agreement shall be amended by deleting the current Paragraph 2 of the Agreement and replacing it with the following paragraph and the updated Exhibit "A" – Revised, attached hereto:

2. SCOPE OF WORK

The Scope of Work shall include, but not be limited to, all work and / or services shown and listed in **Exhibit "A" - Revised,** which is attached hereto and made a part hereof. The Contractor is required to provide a complete job as contemplated by this Scope of

Work. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies, permits, if any are necessary, and any other means of construction or work necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated, or as amended throughout the term of this Agreement.

2. The Scope of Work shall be amended to incorporate and include the following additional COUNTY facilities and CONTRACTOR's services:

Public Defender's Office, Suite 310, Key West, Interior – Treated Monthly

Bernstein Park Community Center, Interior and Exterior Perimeter- Treated Monthly

Wilhelmina Harvey Park, Exterior pest control for fleas, ticks, and ants, Wasp Nests as needed -Treated Quarterly

Watson Field Dog Park, Exterior flea and tick control- Treated Monthly

Higgs Beach Dog Park, Exterior flea and tick control- Treated Monthly

West Martello, Interior pest control and Exterior perimeter treatment, including rodent control- Treated Monthly

Big Pine Community Park Playground and Lawn, Exterior ant control including Wasp Control- Treated Monthly

Pine Channel Nature Park, Rodent control and Interior and Exterior ant and Wasp Control to bathroom area- Treated Monthly

The scope of work shall be amended to incorporate and terminate the following COUNTY facility and CONTRACTOR's services:

Future Public Defender's Office, Simonton Street, Interior and Exterior– Treated Monthly

3. Paragraph 5, **CONTRACT SUM AND PAYMENTS TO CONTRACTOR,** of the Original Agreement, shall be amended as follows:

C. The cost of labor used by the contractor to fulfill the obligation of the Contract will be included in the following amounts of:

FACILITY	ADDRESS	FREQUENCY	TREATMENT COST
Higgs Beach Dog Park	1000 Atlantic Blvd., Key West	Monthly	$150.00
West Martello	1100 Atlantic Blvd., Key West	Monthly	$250.00
Bernstein Park	6751 5th St., Stock Island	Monthly	$150.00
Wilhelmina Harvey Park	360 Ave F., Big Coppitt	Quarterly	$100.00
Pine Channel Nature Park	29550 Overseas Hwy, Big Pine	Monthly	$95.00
Big Pine Community Park	31009 Atlantis Rd., Big Pine	Monthly	$300.00
Watson Field Dog Park	30150 South St., Big Pine	Monthly	$150.00

Gato Building	1100 Simonton St., Key West	Monthly	$120.00
Harvey Government Center	1200 Truman Ave., Key West	Monthly	$95.00
Historic Courthouse	500 Whitehead St., Key West	Monthly	$95.00
Jefferson Browne (incl. Old Jail)	502 Whitehead St., Key West	Monthly	$95.00
Lester Building	530 Whitehead St., Key West	Monthly	$95.00
Freeman Justice Center	302 Fleming St., Key West	Monthly	$95.00
Key West Library	700 Fleming St., Key West	Monthly	$60.00
Bayshore Manor	5200 College Road, Stock Island	Monthly	$95.00
County Attorney Offices	1111 12th St., Suite 408, Key West	Monthly	$40.00
Public Defender Office # 310	1111 12th St., Suite 310, Key West	Monthly	$40.00
Big Pine Key Library	213 Key Deer Blvd., Big Pine Key	Monthly	$40.00
Blue Heron Community Center	30451 Lyttons Way, Big Pine	Monthly	$35.00
Big Pine DMV	247 Key Deer Blvd, Big Pine	Monthly	$30.00
Commission Coldiron Office	243 Key Deer Blvd, Big Pine	Monthly	$30.00
Stock Island Fire Station #8	5655 MacDonald Ave., Stock Island	Monthly	$45.00
Big Pine Key Fire Station #13	390 Key Deer Blvd., Big Pine	Monthly	$45.00
Big Coppitt Key Fire Station #9	28 Emerald Dr., Big Coppitt	Monthly	$45.00
Sugarloaf Key Fire Station # 10	17097 Overseas Hwy., Sugarloaf Key	Monthly	$45.00
Cudjoe Key Fire Station #11	22352 Overseas Hwy., Cudjoe Key	Monthly	$45.00
2 Public Works Trailers and Fleet Garage @ Rockland Key Site	123 Overseas Highway, Rockland Key	Monthly	$45.00
Key West DMV	3304 N. Roosevelt Blvd., Key West	Monthly	$40.00

Total Annual Cost for Facilities Maintenance for nineteen (19) Locations, (23) Buildings is

Fifteen Thousand Three Hundred and 00/100 ($15,300.00) Dollars

Total Annual Cost for Parks and Beaches for seven (7) Locations, (3) Buildings is

Thirteen Thousand Five Hundred Forty and 00/100 ($13,540.00) Dollars

Facilities Maintenance and Parks and Beaches Departments shall be invoiced separately.

There shall be no additional charges to the owner for travel, mileage, meals, or lodging.

D. Total Annual Compensation to CONTRACTOR under this Agreement shall not exceed Forty-three Thousand Three Hundred Forty and 00/100 ($43,340.00) Dollars, unless pre-approved work requiring additional funds is implemented.

4. Except as set forth in Paragraphs 1 through 3 of this First Amendment to Agreement, in all other respects, the terms and conditions set forth in the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this First Amendment to Agreement on the day and year first written above and shall be deemed an original contract.

(SEAL)

[illegible] MADOK, CLERK

By: _____
As Deputy Clerk

Date: 3/22/23

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Witnesses for CONTRACTOR:

_____
Signature

3/14/23 Jessica Torre
Date Print Name

_____
Signature

3/14/23 Carmen Lasa
Date Print Name

CONTRACTOR: TOWER PEST CONTROL, INC.

_____

By: Francisco Torre
Signature of person authorized to legally bind CONTRACTOR

Date: 3/14/23

Francisco Torre, President
Print Name and Title

Address: 7760 W. 20 Ave
Bay 14
Hialeah, Fl 33016 305-821-3888
Telephone Number

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 3/14/2023

FILED FOR RECORD
2023 APR 17 PM 1:46
CLK. CIR. CT.
MONROE COUNTY, FL

EXHIBIT “A” - Revised

SCOPE OF WORK

INTENT AND SCOPE OF WORK

This specification describes minimum requirements to cover the furnishing of all necessary labor, materials, equipment, and other resources needed to control pest(s) in buildings and parks owned or leased by the Monroe County Board of County Commission. The object of this service is to effectively control and eradicate insects, roaches, palmetto bugs, silverfish, vermin, ants, wasps, fleas, mites, bedbugs, scorpions, millipedes and rodents (excluding termites). All work performed shall be to the satisfaction of the Facilities Maintenance Director or designee.

All County buildings requiring pest control services are shown on the List of facilities. Additional buildings may be added to the List of facilities, at any point during the contract, as required by the County. A monthly cost for each additional building will be negotiated with the Contractor.

After contract award, the County reserves the right to add additional related items to this contract. price quotes will be obtained from the Contractor for the additional items. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services from another supplier at the County's sole option.

TREATMENT SCHEDULE

1. A thorough inspection and treatment as described herein shall be performed once every thirty (30) calendar days for all areas. In the event this treatment does not control pests to the complete satisfaction of the Facilities Maintenance Director or designee, the Contractor may be subject to an average of one recall per location during each 30-day period for additional treatment at no additional cost. Such notification shall be in writing from the contract monitor.
2. Treatment will include but not be limited to: interior and exterior perimeter General Household Pest Control for Facilities. Rodent monitoring as needed.
3. Contractor shall complete and post approved spray notices at all facility locations at least twenty-four (24) hours prior to spraying - see Exhibit "B" attached hereto and made a part hereof.
4. Buildings requiring after hours treatment shall be treated on the third (3^{rd}) Saturday of every month unless otherwise pre-approved by the Director of Facilities Maintenance or his/her designee.
5. Contractor must take note that all Parks and Beaches locations are open to the public. Care shall be taken to avoid heavy recreational times. A minimum of 48 hours notice shall be required before chemical spraying. Weekend spraying of the parks will not be permitted except in extreme, pre-approved instances.

STATEMENT OF CONDITIONS FOUND AND TREATMENT RENDERED

Following each visit and inspection of a building, the Contractor shall email a report in writing to the Facilities Maintenance Director or designee, stating the conditions that existed and the proper treatment rendered. This notice shall be on a form agreed upon between the Contractor and the Facilities Maintenance Director or designee.

RESTRICTIONS ON THE USE OF PEST CONTROL MATERIALS

A. All rodenticide and/or traps shall be placed only at times and in areas to assure maximum safety.

B. No pest control and/or traps shall be placed where any visitor may recover them.

C. The use of rodenticide shall be restricted to areas **NOT** accessible to the general public.

D. A record of materials used and where used shall be made in **duplicate**, one (1) copy to the Facilities Maintenance Director and one (1) copy to the Contractor.

REMOVAL OF DEAD RODENTS

All dead or dying rodents shall be removed by the Contractor and disposed of to the satisfaction of the Facilities Maintenance Director or designee.

LOCATION CONTACTS

Contractor shall coordinate monthly activities with Monroe County contacts as listed below:

Facilities Maintenance Contract Monitor: Alice Steryou – 305 292-4549
Parks & Beaches Contract Monitor: Tammy Acevedo – 305 453-8776

Gato Building - Enrique Gonzalez - 305-797-1492
Harvey Government Center (First Floor) -Sam Steele - 305-295-5000
Harvey Government Center (Second Floor)-Von Woods-305-797-1494
Historic Courthouse - Tom Pacini - 305-394-7763
Jefferson Browne (incl. Old Jail) – Tom Pacini - 305-394-7763
Lester Building Debra Tom Pacini - 305-394-7763
Freeman Justice Center - Tom Pacini - 305-394-7763
Key West Library – Kim Rinaldi -305-809-5256
Bayshore Manor – Willie Desantis – 305 797-1250
County Attorney Offices (#408) - Abra Campo or Brian Bradley - 305-292-3470
Public Defender Office (#301) – Kim Kocis - 305-587-8807
Big Pine Key Library – Rob Rinaldi -305-809-6304
Blue Heron Community Center – Damarys Fernandez- 305-413-0488
Stock Island Fire Station #8 – Maria Altamarino – 305-289-6047
Big Pine Fire Station #13 - Maria Altamarino - 305-289-6047
Big Coppitt Key Fire Station #9 - Maria Altamarino - 305-289-6047
Sugarloaf Key Fire Station #10 - Maria Altamarino - 305-289-6047
Cudjoe Key Fire Station #11 - Maria Altamarino – 305-289-6047
Key West DMV – Sam Steele - 305-295-5000
Big Pine DMV – Damarys Fernandez- 305-413-0488
Commissioner District 2 Big Pine Key Office-Damarys Fernandez- 305-413-0488
Rockland Key Facilities and Roads Trailers (2)–Alice Steryou 305-292-4549
Rockland Fleet Garage-Joe Zoppy-305-295-3673
Bernstein Park Community Center- Carlton Howard – 305-902-7175
Wilhelmina Harvey Park- Carlton Howard – 305-902-7175
Watson Field Dog Park- Carlton Howard – 305-902-7175
Higgs Beach Dog Park – Tony Roberts – 305-797-2532
West Martello – Tony Roberts – 305-797-2532
Big Pine Community Park - Carlton Howard – 305-902-7175
Pine Channel Swim Hole - Carlton Howard – 305-902-7175

TOWERPE001 APASQUALINI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/2/2022

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

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

PRODUCER	CONTACT NAME: Amanda Pasqualini
Riemer Insurance Group, Inc. P O Box 250 Hallandale, FL 33008	PHONE (A/C, No, Ext): (754) 202-0883 FAX (A/C, No): E-MAIL ADDRESS: apasqualini@riemerinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Imperium Insurance Company	35408
INSURER B : Infinity Auto Insurance Company	11738
INSURER C : Technology Insurance Co.	42376
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Tower Pest Control, Inc.
7760 West 20th Ave, Bay 14
Hialeah, FL 33016

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	IICGL0795601	7/22/2022	7/22/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		509820061744001	7/21/2022	7/21/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			IICEX0102001	7/22/2022	7/22/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TWC4122677	7/22/2022	7/22/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Pest Control Operations

Monroe County Board of County Commissioners, its employees and officals is included as Additional Insured with respects to General Liability & Auto Liability, Waiver of Subrogation with respects to the General Liability & Workers Compensation, applies as required by written contract, subject to policy terms, conditions and exclusions with regards to the Named Insured's operations.

APPROVED BY RISK MANAGEMENT
BY
DATE 9.2.22
WAIVER N/A X YES

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY DECLARATION

In addition to words and phrases contained in the Commercial General Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph **VI. DEFINITIONS** of this endorsement. For the purposes of the coverage provided by this endorsement these definitions apply in place of their definitions stated elsewhere in the policy.

The following provisions apply only with respect to the coverage provided by this endorsement. However, the coverage expansions provided throughout this endorsement do not apply if coverage is excluded either by the provisions of the Coverage Part or by endorsement.

I. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non-Owned Watercraft

Paragraph **2.g. (2)(a)** of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced with the following:

(a) Less than 51 feet long; and

B. Property Damage Extension

The following is added to Exclusion **j.**:

1. Borrowed Equipment

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

2. Elevators

The following is added to Exclusion **j.**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

II. SUPPLEMENTARY PAYMENTS- COVERAGES A AND B

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

A. The limit for the cost of bail bonds is increased from $250 to $1,000; and

B. The limit for loss of earnings is increased from $100 a day to $500 a day.

III. WHO IS AN INSURED

A. Paragraph **2.** Under **SECTION II – WHO IS AN INSURED** is expanded to include the following:

1. Additional Insured by Contract, Agreement or Permit

Any person(s) or organization(s) is an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person(s) or organization(s) be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

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A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such a person or organization is included as an insured by an endorsement issued by us and made part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to herein as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, services or repair operations, except such operations performed at the vendor's premises in connection with the sale of the products;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(h) "Bodily Injury" or "Property Damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in contained in Subparagraphs**(d)** or **(f)**; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution of sale of the products.

(2) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors or Equipment

(1) Any person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment lease to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person(s) or organization(s) from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, and subject to the following additional exclusions:

This insurance does not apply to:

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(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

(1) Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury" "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State or Political Subdivisions

Any state or governmental agency or subdivision or political subdivision but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

The insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person(s) or organization(s) who is not an insured under Paragraph **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operation hazard", but only if:

(a) The written contract or agreement requires you to provide such a coverage to additional insureds; and

(b) The Coverage Part provides coverage for "bodily injury" or "property damage" included within "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this coverage does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or filing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspections, architectural or engineering activities.

The limit of insurance that apply to additional insureds under this extension is described in **SECTION III – LIMITS OF INSURANCE.**

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How this Insurance applies when other insurance is available to the additional insured is described in the **Other Insurance** Condition in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.**

2. Subsidiaries

Any subsidiary and subsidiary thereof of yours, which is a legally incorporated entity, of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly formed Or Acquired Organizations

Paragraph **3.a.** of **SECTION II – WHO IS AN INSURED**, is increased from 90th day to 180th day.

However, this expansion does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Coverage Part or by endorsement.

IV. LIMITS OF INSURANCE

A. Damage to Premises Rented To You

Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE** is replaced with the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The most we will pay in any one "occurrence" is the higher of the following:

(a) $300,000; or

(b) The amount shown in the Declarations for Damages To Premises Rented to You Limit.

B. Medical Payments

Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE** is replaced with the following:

7. Subject to Paragraph **5**. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The most we will pay because for "bodily injury" sustained by any one person is the higher of the following;

a. $10,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

V. SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS

The following items are amended:

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

The following items are added to Paragraph **2**. of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. Additional Insurance Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

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f. Knowledge Of An Occurrence, Offense, Claim or Suit

Paragraph **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

B. Other Insurance

The following items are added to paragraph **4.b.** of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis;

(a) Property Damage to Borrowed Equipment or Use of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**;

(b) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for products and completed operations, for which you have been added as an additional insured by that insurance; or

(c) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part:

i. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c. Method of Sharing**, in the policy.

ii. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured.

C. Representations

Paragraph **6.** of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

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(2) Those statements are based upon representation you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date or your policy, we will not deny coverage under this Coverage Part because of such failure. However, you must report such error or omission to us as soon as practicable after its discovery.

D. Transfer Of Rights OF Recovery Against Others To Us

Paragraph **8.** of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and helps us enforce them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "occurrence" or "suit" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

VI. DEFINITIONS

A. Amended Definitions

1. Advertisement

The following is added to the definition of "advertisement":

However, "advertisement" does not include:

The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

An interactive conversation between or among persons through a computer network.

2. Coverage Territory

Final paragraph in the definition of "coverage territory" is replaced by the following:

Provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

3. Insured Contract

(1) Paragraph **a.** in the definition of "insured contract" is replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You Limit described in **SECTION III- LIMITS OF INSURANCE**.

(2) The First paragraph of Paragraph **f.** in the definition of "insured contract" is replaced by the following:

That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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4. Mobile Equipment

   Paragraph **f. (1)** in the definition or "mobile equipment" is replaced by the following:

   (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

5. Personal and Advertising Injury

   Paragraph **f.** in the definition of "personal and advertising injury" is replaced by the following;

   f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

B. Added Definitions

"Advertising idea" means any idea for an "advertisement".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization as required by written contract

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

Endorsement Effective	7/22/2022	Policy No.	TWC4122677	Endorsement No.	2
Insured	Tower Pest Control, Inc.			Premium $	7,045
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

Kevin Madok, CPA

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

DATE: October 6, 2022

TO: Alice Steryou
Contract Monitor

FROM: Pamela G. Hancock, D.C.

SUBJECT: September 21st BOCC Meeting

Attached are electronic copies of the following items for your handling:

C15 Agreement with Tower Pest Control, Inc., for Lower Keys Pest Control Services at County facilities with an annual amount not to exceed $29,000.00. Funding is ad valorem.

C24 2nd Amendment to Agreement with Gary's Plumbing and Fire, Inc., for Full Maintenance Fire Protection Services at County facilities to increase the contract amount by the CPI-U of 7% and renew the Agreement for the first of four optional one-year renewals. Funding is ad valorem.

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

cc: County Attorney
Finance
File

AGREEMENT
FOR
PEST CONTROL - LOWER KEYS
MONROE COUNTY, FLORIDA

This Agreement is made and entered into this 21st day of September 2022, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **TOWER PEST CONTROL, INC.**, a *Florida Profit Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose address is 7760 West 20 Ave., Bay 14, Hialeah, Florida 33016.

WHEREAS, COUNTY desires to contract for the performance of the work or services described in Exhibit "A"; and

WHEREAS, CONTRACTOR desires to and is able to perform the work or services described in attached Exhibit "A"; and

WHEREAS, it serves a legitimate public purpose for CONTRACTOR to perform the work or services, as described in attached Exhibit "A," for Monroe County;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. **THE AGREEMENT**

The Agreement consists of this document, the Request for Proposals ("RFP") documents, exhibits, any addenda, the response to the RFP, and all required insurance documentation, only.

2. **SCOPE OF WORK**

The Scope of Work shall include, but not be limited to, all work and / or services shown and listed in **Exhibit "A"**, which is attached hereto and made a part hereof. The Contractor is required to provide a complete job as contemplated by this Scope of Work. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies, permits, if any are necessary, and any other means of construction or work necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated, or as amended throughout the term of this Agreement.

3. **PERSONNEL**

Communication between the County Representative and the Contractor's personnel is very important. Therefore, the Contractor must assure that at least one (1) of its personnel per building can communicate well in the English language with the County

Representative. Any employee hired by the Contractor will be the Contractor's employee and in no way has any association with the County. The Contractor shall insure that its employees are trained in all appropriate safety regulations, including but not limited to, OSHA regulations, and all other applicable local, State and Federal regulations.

Uniforms are preferred for Contractor's personnel, however; photo identification cards are required, which shall clearly identify personnel as employees of the Contractor. This requirement shall apply upon entering County property and at all times while on duty.

The business must be licensed by the State of Florida, Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control. A Florida Certified Pesticide Applicator's License must be submitted prior to any pesticide application. Service technicians must have the applicable licensing with them at all times. Operating licensing must be in the category of General Household Pest & Rodent Control. A copy of renewed licensing must be submitted to the Contract Monitor each year. The Contractor must insure that trained personnel with proper licensing apply pesticides. For more information, refer to the Structural Pest Control Act, Chapter 482, Florida Statues.

4. BACKGROUND CHECKS / FINGERPRINTING

Contractor employees must consent to Level One background checks and the results are to be provided to the County within thirty (30) days of award of the contract. The County reserves the right to refuse personnel based on results of the background check. The County reserves the right to demand of the Contractor replacement of an employee for the Contractor if a conflict or problem with that employee should arise. The County's Facilities Maintenance Director or his designee shall have the right to require any employee(s) of the Contractor to be permanently removed from any County facility serviced by the Contractor whenever it appears to be in the best interest of the County. It is the responsibility of the Contractor to inform the Facilities Maintenance Director or his designee of all new hires and the results of the background check. The Contractor will be responsible for the supervision, hiring and firing of their own employees, and shall be solely responsible for the pay, worker's compensation insurance, and benefits.

Some work will be conducted at secure facilities, including, but not limited to law enforcement and fire rescue. Background checks, including at a minimum:

A. Warrants check;
B. Fingerprints;
C. Local Records check;
D. Prior employment check; and
E. Criminal History check

are required of Contractor's personnel that will enter Monroe County Sheriff's Office ("MCSO") facilities. Background checks on such personnel will be conducted by the MCSO.

MCSO may prohibit entry to, or remove from, any secure facility any Contractor employee who, in the judgment of MCSO, poses a risk to the security or good order of the facility. Thereafter, MCSO and the Contractor will immediately discuss resolution of the problem. If the problem is not resolved to the satisfaction of the MCSO, the employee shall not be permitted to return to any facility operated by the MCSO. Contractor will promptly replace the employee at no additional cost to County.

Contractor further agrees to notify County immediately upon becoming aware that one of its employees or subcontractor's employees, who previously completed the background check, is subsequently arrested or convicted of any crime. Failure by Contractor to notify County of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/subcontractor and/or within five (5) days of its occurrence shall constitute grounds for immediate termination of this contract by County. The parties further agree that failure by Contractor to perform any of the duties described in this paragraph shall constitute a material breach of the contract entitling County to terminate this contract immediately with no further responsibility to make payment or perform any other duties described herein.

5. CONTRACT SUM AND PAYMENTS TO CONTRACTOR

A. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners ("BOCC"). County shall pay in accordance with the Florida Local Government Prompt Payment Act and Monroe County Code; payment will be made after delivery and inspection by County and upon submission of a proper invoice by Contractor.

B. Contractor shall submit to County invoices no later than fifteen (15) days after inspections/repairs with supporting documentation acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds. If any additional issues are found, the County must be notified in writing within twenty-four (24) hours, including a correction proposal. Monroe County's Fiscal Year is October 1st through September 30th. All outstanding invoices must be submitted for payment within ten (10) days of the end of the Fiscal Year to avoid non-payment for those services.

C. The cost of labor used by the Contractor to fulfill the obligation of the Contract will be included in the following amounts of:

FACILITY	ADDRESS	FREQUENCY	TREATMENT COST
Gato Building	1100 Simonton St., Key West	Monthly	$120.00
Harvey Government Center	1200 Truman Ave., Key West	Monthly	$95.00
Historic Courthouse	500 Whitehead St., Key West	Monthly	$95.00
Jefferson Browne (incl. Old Jail)	502 Whitehead St., Key West	Monthly	$95.00
Lester Building	530 Whitehead St., Key West	Monthly	$95.00
Freeman Justice Center	302 Fleming St., Key West	Monthly	$95.00

Key West Library	700 Fleming St., Key West	Monthly	$60.00
Bayshore Manor	5200 College Road, Stock Island	Monthly	$95.00
County Attorney Offices	1111 12th St., Suite 408, Key West	Monthly	$40.00
Big Pine Key Library	213 Key Deer Blvd., Big Pine Key	Monthly	$40.00
Blue Heron Community Center	30451 Lyttons Way, Big Pine Key	Monthly	$35.00
Big Pine DMV	247 Key Deer Blvd, Big Pine Key	Monthly	$30.00
Commissioner Coldiron's Office	243 Key Deer Blvd, Big Pine Key	Monthly	$30.00
Stock Island Fire Station #8	5655 MacDonald Ave., Stock Island	Monthly	$45.00
Big Pine Key Fire Station #13	390 Key Deer Blvd., Big Pine Key	Monthly	$45.00
Big Coppitt Key Fire Station #9	28 Emerald Dr., Big Coppitt Key	Monthly	$45.00
Sugarloaf Key Fire Station # 10	17097 Overseas Hwy , Sugarloaf Key	Monthly	$45.00
Cudjoe Key Fire Station #11	22352 Overseas Hwy., Cudjoe Key	Monthly	$45.00
Future Public Defender's Office	316 Simonton St., Key West	Monthly	$45.00
2 Public Works Trailers and Fleet Garage @ Rockland Key Site	123 Overseas Highway, Rockland Key	Monthly	$45.00
Key West DMV	3304 N. Roosevelt Blvd., Key West	Monthly	$40.00

Total Annual Cost for twenty-one (21) Locations, (23) Buildings is Fifteen Thousand Three Hundred Sixty and 00/100 ($15,360.00) Dollars.

There shall be no additional charges to the Owner for travel, mileage, meals, or lodging.

D. Total Annual Compensation to CONTRACTOR under this Agreement shall not exceed Twenty-nine Thousand and 00/100 ($29,000.00) Dollars, unless pre-approved work requiring additional funds is implemented.

6. TERM OF AGREEMENT

This two (2) year Agreement shall commence on October 1, 2022, and ends upon September 30, 2024, unless terminated earlier under paragraph 21 of this Agreement.

The County shall have the option to renew this Agreement for up to an additional three (3) one-year periods on terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least thirty (30) days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the "term" of this Agreement shall mean the initial term of two (2) years. The County is not required to state a reason if it elects not to renew.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers

as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation at December 31 of the previous year or 3%, whichever is less.

7. **LICENSES**

Contractor has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses shall be submitted to the County upon execution of this Agreement and annually thereafter or upon any renewal.

8. **MAINTENANCE OF RECORDS**

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven (7) years from the termination of this Agreement or five (5) years from the submission of the final expenditure report as per 2 CFR §200.33, if applicable, whichever is greater. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for seven (7) years following the termination of this Agreement.

9. **RIGHT TO AUDIT**

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running from the date

the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

10. PUBLIC RECORDS COMPLIANCE

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

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Fla. Stat., Sec. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

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

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

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

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

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

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE NO. 305-292-3470, BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040.

11. **HOLD HARMLESS, INDEMNIFICATION, DEFENSE, AND INSURANCE**

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify, and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors, or other invitees during the term of this Agreement, (B) the negligence, recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors, or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors, or invitees (other than Contractor). The monetary limitation of liability under this Agreement shall be equal to the dollar value of the contract and not less than $1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance

requirements included in this paragraph. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor s failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of Contractor to comply with the requirements of this section shall be cause for immediate termination of this Agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

WORKERS COMPENSATION AND EMPLOYER'S LIABILTIY INSURANCE. Where applicable, coverage to apply for all employees at a minimum statutory limits as required by Florida Law, and Employee's Liability coverage in the amount of $100,000.00 bodily injury by accident, $500,000.00 bodily injury by disease, policy limits, and $100,000.00 bodily injury by disease, each employee.

COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than *$300,000.00* per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If single limits are provided, the minimum acceptable limits are *$200,000.00* per person, *$300,000.00* per occurrence, and *$200,000.00* property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMMERCIAL GENERAL LIABILITY. Commercial general liability coverage with limits of liability of not less than *$300,000.00* per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

CERTIFICATES OF INSURANCE. Original Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, 1100 Simonton Street, Key West, Florida 33040, MUST BE NAMED AS CERTIFICATE HOLDER AND ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.

12. NON-WAIVER OF IMMUNITY

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

13. INDEPENDENT CONTRACTOR

At all times and for all purposes under this Agreement, Contractor is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed so as to find Contractor or any of its employees, subcontractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

14. NONDISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the

parties to, or the subject matter of, this Agreement.

15. ASSIGNMENT/SUBCONTRACT

Contractor shall not assign or subcontract its obligations under this Agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the Board.

16. COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS

In providing all services/goods pursuant to this Agreement, Contractor shall abide by all laws of the Federal and State government, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. Any violation of said statutes, ordinances, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the Board to terminate this Agreement. Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

17. DISCLOSURE AND CONFLICT OF INTEREST

Contractor represents that it, its directors, principals and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sec. 112.311, et. seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

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

18. NO PLEDGE OF CREDIT

Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

19. NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the COTRACTOR. Any written notices or correspondence required or permitted under this Agreement shall be sent by United States Mail, certified, return receipt requested, postage pre-paid, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received by CONTRACTOR when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

FOR COUNTY:

Monroe County
Facilities Maintenance Department
123 Overseas Highway – Rockland Key
Key West, FL 33040

and

County Attorney
1111 12th Street, Suite 408
Key West, FL 33040

FOR CONTRACTOR:

Attn: Francisco Torre
Tower Pest Control Inc.
7760 West 20 Ave, Bay14
Hialeah, Florida 33016

20. TAXES

County is exempt from payment of Florida State Sales and Use taxes. Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Agreement.

21. TERMINATION

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this Agreement after five (5) days' written notification to the CONTRACTOR.

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

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this Agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon sixty (60) days' notice to CONTRACTOR. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement.

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

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

22. GOVERNING LAW, VENUE, AND INTERPRETATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The Parties waive their rights to trial by jury. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

23. MEDIATION

The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

24. SEVERABILITY

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

25. ATTORNEY'S FEES AND COSTS

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

26. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The CONTRACTOR and COUNTY Representative shall try to resolve the claim or dispute with meet and confer sessions. If the issue or issues are still not resolved

to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of Paragraph 14 or Paragraph 21 concerning termination or cancellation.

27. COOPERATION

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

28. BINDING EFFECT

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

29. AUTHORITY

Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law. Each party agrees that it has had ample opportunity to submit this Contract to legal counsel of its choice and enters into this agreement freely, voluntarily, and with advice of counsel.

30. CLAIMS FOR FEDERAL OR STATE AID

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

31. PRIVILEGES AND IMMUNITIES

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

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES

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

33. NON-RELIANCE BY NON-PARTIES

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

34. ATTESTATIONS

Contractor agrees to execute such documents as the County may reasonably require to include, but not limited to, a Public Entity Crime Statement, an Ethics Statement, Non-Collusion Statement, and a Drug-Free Workplace Statement.

35. NO PERSONAL LIABILITY

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

36. EXECUTION IN COUNTERPARTS

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

37. SECTION HEADINGS

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

38. PUBLIC ENTITY CRIME STATEMENT

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

39. MUTUAL REVIEW

This Agreement has been carefully reviewed by Contractor and the County. Therefore, this Agreement is not to be construed against either party on the basis of authorship.

40. INCORPORATION OF RFP DOCUMENTS

The terms and conditions of the RFP documents are incorporated by reference in this contract agreement.

41. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

42. COVENANT OF NO INTEREST

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

43. AGREEMENTS WITH SUBCONTRACTORS

In the event that the Contractor subcontracts any or all of the work in this project to any third party, the Contractor specifically agrees to identify the County as an additional insured on all insurance policies required by the County. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with his/her subcontractors shall include the County as an additional insured.

44. FLORIDA E-VERIFY SYSTEM

Beginning January 1, 2021, in accordance with Fla. Stat., Sec. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of

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

45. UNCONTROLLABLE CIRCUMSTANCE

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project;(each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within 7 days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost Change Order for such reasonable time as the Owners Representative may determine.

46. WARRANTY OF PERFORMANCE

Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial responsibility required to perform and provide all services set forth in the Scope of Work and that each person and entity that will provide services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such services. Contractor represents and warrants that the services in the Scope of Work shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

47. ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with

reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

48. FINAL UNDERSTANDING

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this Agreement on the day and year first written above and shall be deemed an original contract.

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: September 21, 2022

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Witnesses for CONTRACTOR:

_____
Signature

9-2-2022 _____
Date Print Name

_____
Signature

9-2-2022 _____
Date Print Name

CONTRACTOR:

TOWER PEST CONTROL, INC.

By: _____
Signature of person authorized to legally bind CONTRACTOR

Date: 9-2-2022

_____
Print Name and Title

Address: _____

_____

_____

Telephone Number

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
_____
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 9/01/2022

EXHIBIT "A"

SCOPE OF WORK

INTENT AND SCOPE OF WORK

This specification describes minimum requirements to cover the furnishing of all necessary labor, materials, equipment, and other resources needed to control pest(s) in buildings and parks owned or leased by the Monroe County Board of County Commission. The object of this service is to effectively control and eradicate insects, roaches, palmetto bugs, silverfish, vermin, ants, wasps, fleas, mites, bedbugs, scorpions, millipedes and rodents (excluding termites). All work performed shall be to the satisfaction of the Facilities Maintenance Director or designee.

All County buildings requiring pest control services are shown on the List of facilities. Additional buildings may be added to the List of facilities, at any point during the contract, as required by the County. A monthly cost for each additional building will be negotiated with the Contractor.

After contract award, the County reserves the right to add additional related items to this contract. price quotes will be obtained from the Contractor for the additional items. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services from another supplier at the County's sole option.

TREATMENT SCHEDULE

1. A thorough inspection and treatment as described herein shall be performed once every thirty (30) calendar days for all areas. In the event this treatment does not control pests to the complete satisfaction of the Facilities Maintenance Director or designee, the Contractor may be subject to an average of one recall per location during each 30-day period for additional treatment at no additional cost. Such notification shall be in writing from the contract monitor.
2. Treatment will include but not be limited to: interior and exterior perimeter General Household Pest Control for Facilities. Rodent monitoring as needed.
3. Contractor shall complete and post approved spray notices at all locations at least twenty-four (24) hours prior to spraying - see Exhibit "B" attached hereto and made a part hereof.
4. Buildings requiring after hours treatment shall be treated on the third (3rd) Saturday of every month unless otherwise pre-approved by the Director of Facilities Maintenance or his/her designee.

STATEMENT OF CONDITIONS FOUND AND TREATMENT RENDERED

Following each visit and inspection of a building, the Contractor shall email a report in writing to the Facilities Maintenance Director or designee, stating the conditions that existed and the proper treatment rendered. This notice shall be on a form agreed upon between the Contractor and the Facilities Maintenance Director or designee.

RESTRICTIONS ON THE USE OF PEST CONTROL MATERIALS

A. All rodenticide and/or traps shall be placed only at times and in areas to assure maximum safety.

B. No pest control and/or traps shall be placed where any visitor may recover them.

C. The use of rodenticide shall be restricted to areas **NOT** accessible to the general public.

D. A record of materials used and where used shall be made in **duplicate**, one (1) copy to the Facilities Maintenance Director and one (1) copy to the Contractor.

REMOVAL OF DEAD RODENTS

All dead or dying rodents shall be removed by the Contractor and disposed of to the satisfaction of the Facilities Maintenance Director or designee.

LOCATION CONTACTS

Contractor shall coordinate monthly activities with Monroe County contacts as listed below:

Gato Building - Enrique Gonzalez - 305-797-1492
Harvey Government Center -Sam Steele - 305-295-5000
Historic Courthouse - Debra Martinez- 305-295-4307
Jefferson Browne (incl. Old Jail) - Debra Martinez- 305-295-4307
Lester Building Debra Martinez- 305-295-4307
Freeman Justice Center - Debra Martinez- 305-295-4307
Key West Library - Lisa Booker -305-809-5266
Bayshore Manor – Debra Martinez- 305-295-4307
County Attorney Offices - Abra Campo - 305-292-3470
Big Pine Key Library - Lisa Booker -305-809-5266
Blue Heron Community Center - Debra Martinez- 305-295-4307
Stock Island Fire Station #8 - Shania Moore - 305-587-9212
Big Pine Fire Station #13 - Shania Moore - 305-587-9212
Big Coppitt Key Fire Station #9 - Shania Moore - 305-587-9212
Sugarloaf Key Fire Station #10 - Shania Moore - 305-587-9212
Cudjoe Key Fire Station #11 - Shania Moore - 305-587-9212
Future Public Defender's Office - Debra Martinez - 305-295-4385
Key West DMV – Sam Steele - 305-295-5000
Big Pine DMV – San Steele – 305-295-5000
Commissioner District 2 Big Pine Key Office- Jennifer Garcia – 305-292-4512
Rockland Key Trailers (2) and Fleet Garage - Debra Martinez- 305-295-4307

EXHIBIT "B"

NOTICE TO BE POSTED

NOTICE

PESTICIDE APPLIED

Our Pest Management (PM) policy requires that problems with pests such as weeds, rodents or insects on County properties be solved by using the lowest risk methods. Where pesticides must be used, only the least toxic products are permitted.

TARGET PEST: _____

AREA TREATED: _____

PESTICIDE NAME(S): _____

ACTIVE INGREDIENT: _____

SIGNAL WORD: CAUTION WARNING DANGER

EPA NUMBER: _____

RE-ENTRY INTERVAL: _____

PM CONTACT INFO: Monroe County Facilities Maintenance Dept. 305-295-4307

DATE OF APPLICATION: _____

NON-COLLUSION AFFIDAVIT

I, Francisco Mora of the city of Miami according to law on my oath, and under penalty of perjury, depose and say that:

a. I am Owner of the firm of Tower Pest Control Inc. the proposer making the Proposal for the project described in the Request for Proposals for Monroe County and that I executed the said proposal with full authority to do so;

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

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

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

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

(Signature)

Date: 8-9-22

STATE OF: Florida

COUNTY OF: Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 8-9-22 (date) by

Francisco Mora. (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

Notary Public State of Florida
Jorge L. Trevilla
My Commission GG 296843
Expires 11/10/2023

NOTARY PUBLIC

(SEAL)

My Commission Expires: 11/2023

LOBBYING AND CONFLICT OF INTEREST CLAUSE

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

ETHICS CLAUSE

"Tower Pest Control"

(Company)

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

(Signature)

Date: 8-9-22

STATE OF: Florida

COUNTY OF: Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 8-9-2022 (date) by Francisco Toro. (name of affiant). He/She is personally known to me or has produced DL. (type of identification) as identification.

Notary Public State of Florida
Jorge L Trevilla
My Commission GG 296843
Expires 01/30/2023

(SEAL) NOTARY PUBLIC

My Commission Expires: 1/2023

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Sec. 287.087, hereby certifies that:

Tower Pest Control Inc.

(Name of Business)

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

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

(Proposer's Signature)

Date: 8-9-22

STATE OF: Florida

COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 8-9-22 (date) by Francisco Pino (name of affiant). He/She is personally known to me or has produced DL (type of identification) as identification.

(SEAL)

NOTARY PUBLIC

Notary Public State of Florida
Jorge L. Trevilla
My Commission GG 296843
Expires 01/30/2023

My Commission Expires: 1/2023

LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to Ordinance 023-2009, as amended by Ordinance No. 004-2015 and 025-2015, must complete this form.

Name of Bidder/Responder:_____ Date: _____

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one (1) year prior to the notice of request for bids or proposals? _____ (Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County? _____

(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bid or proposal.)

List Address: _____

Telephone Number: _____

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services, or construction to local businesses meeting the criteria above as to licensing and location? _____

If yes, please provide:

1. Copy of Receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one (1) year prior to the notice or request for bid or proposal.

2. Subcontractor's physical business address within Monroe County from which the subcontractor operates:

(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bids or proposals)

_____ Tel. Number_____
Address

_____ Print Name: _____
Signature and Title of Authorized Signatory for Bidder/Responder

STATE OF: _____

COUNTY OF: _____

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

_____

(SEAL) NOTARY PUBLIC

My Commission Expires: _____

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither Tmw Pest Control (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last thirty-six (36) months.

(Signature)

Date: 8-9-2022

STATE OF: Florida

COUNTY OF: Miami Dade.

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 8-9-22 (date) by Rhonaldo Jon (name of affiant). He/She is personally known to me or has produced — DL (type of identification) as identification.

Notary Public State of Florida
Jorge L. Trevilla
My Commission GG 296843
Expires 01/30/2023

(SEAL)

NOTARY PUBLIC

My Commission Expires: 1/2023

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Pest control

Respondent Vendor Name: Tower Pest control

Vendor FEIN: 65-0070041

Vendor's Authorized Representative Name and Title: Francisco Toro

Address: 7760 W. 20 Ave # 14

City: Hialeah State: FL Zip: 33016

Phone Number: 305 821 3888

Email Address: frank@tpcmiami.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

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

Certified By: Francisco Toro / Tower Pest control, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: Francisco Toro.

Title: President.

Note: The List are available at the following Department of Management Services Site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

TOWERPE001 APASQUALINI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/2/2022

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

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

PRODUCER	CONTACT NAME: Amanda Pasqualini	
Riemer Insurance Group, Inc. P O Box 250 Hallandale, FL 33008	PHONE (A/C, No, Ext): (754) 202-0883	FAX (A/C, No):
	E-MAIL ADDRESS: apasqualini@riemerinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Imperium Insurance Company	35408
INSURED	INSURER B : Infinity Auto Insurance Company	11738
Tower Pest Control, Inc. 7760 West 20th Ave, Bay 14 Hialeah, FL 33016	INSURER C : Technology Insurance Co.	42376
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	IICGL0795601	7/22/2022	7/22/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		509820061744001	7/21/2022	7/21/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			IICEX0102001	7/22/2022	7/22/2023	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A	X	TWC4122677	7/22/2022	7/22/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Pest Control Operations

Monroe County Board of County Commissioners, its employees and officals is included as Additional Insured with respects to General Liability & Auto Liability, Waiver of Subrogation with respects to the General Liability & Workers Compensation, applies as required by written contract, subject to policy terms, conditions and exclusions with regards to the Named Insured's operations.

APPROVED BY RISK MANAGEMENT
BY
DATE 9.2.22
WAIVER N/A X YES

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY DECLARATION

In addition to words and phrases contained in the Commercial General Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph **VI. DEFINITIONS** of this endorsement. For the purposes of the coverage provided by this endorsement these definitions apply in place of their definitions stated elsewhere in the policy.

The following provisions apply only with respect to the coverage provided by this endorsement. However, the coverage expansions provided throughout this endorsement do not apply if coverage is excluded either by the provisions of the Coverage Part or by endorsement.

I. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non-Owned Watercraft

Paragraph **2.g. (2)(a)** of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced with the following:

(a) Less than 51 feet long; and

B. Property Damage Extension

The following is added to Exclusion **j.**:

1. Borrowed Equipment

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

2. Elevators

The following is added to Exclusion **j.**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

II. SUPPLEMENTARY PAYMENTS- COVERAGES A AND B

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

A. The limit for the cost of bail bonds is increased from $250 to $1,000; and

B. The limit for loss of earnings is increased from $100 a day to $500 a day.

III. WHO IS AN INSURED

A. Paragraph **2.** Under **SECTION II – WHO IS AN INSURED** is expanded to include the following:

1. Additional Insured by Contract, Agreement or Permit

Any person(s) or organization(s) is an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person(s) or organization(s) be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

Includes copyright material of Insurance Services Office, Inc., with its permission.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such a person or organization is included as an insured by an endorsement issued by us and made part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to herein as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, services or repair operations, except such operations performed at the vendor's premises in connection with the sale of the products;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(h) "Bodily Injury" or "Property Damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in contained in Subparagraphs**(d)** or **(f)**; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution of sale of the products.

(2) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors or Equipment

(1) Any person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment lease to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person(s) or organization(s) from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, and subject to the following additional exclusions:

This insurance does not apply to:

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(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

(1) Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury" "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State or Political Subdivisions

Any state or governmental agency or subdivision or political subdivision but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

The insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person(s) or organization(s) who is not an insured under Paragraph **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operation hazard", but only if:

(a) The written contract or agreement requires you to provide such a coverage to additional insureds; and

(b) The Coverage Part provides coverage for "bodily injury" or "property damage" included within "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this coverage does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or filing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspections, architectural or engineering activities.

The limit of insurance that apply to additional insureds under this extension is described in **SECTION III – LIMITS OF INSURANCE.**

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How this Insurance applies when other insurance is available to the additional insured is described in the **Other Insurance** Condition in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.**

2. Subsidiaries

Any subsidiary and subsidiary thereof of yours, which is a legally incorporated entity, of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly formed Or Acquired Organizations

Paragraph **3.a.** of **SECTION II – WHO IS AN INSURED**, is increased from 90th day to 180th day.

However, this expansion does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Coverage Part or by endorsement.

IV. LIMITS OF INSURANCE

A. Damage to Premises Rented To You

Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE** is replaced with the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The most we will pay in any one "occurrence" is the higher of the following:

(a) $300,000; or

(b) The amount shown in the Declarations for Damages To Premises Rented to You Limit.

B. Medical Payments

Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE** is replaced with the following:

7. Subject to Paragraph **5**. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The most we will pay because for "bodily injury" sustained by any one person is the higher of the following;

a. $10,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

V. SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS

The following items are amended:

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

The following items are added to Paragraph **2**. of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. Additional Insurance Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

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f. Knowledge Of An Occurrence, Offense, Claim or Suit

Paragraph **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

B. Other Insurance

The following items are added to paragraph **4.b.** of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis;

(a) Property Damage to Borrowed Equipment or Use of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**;

(b) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for products and completed operations, for which you have been added as an additional insured by that insurance; or

(c) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part:

i. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c. Method of Sharing**, in the policy.

ii. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured.

C. Representations

Paragraph **6.** of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

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(2) Those statements are based upon representation you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date or your policy, we will not deny coverage under this Coverage Part because of such failure. However, you must report such error or omission to us as soon as practicable after its discovery.

D. Transfer Of Rights OF Recovery Against Others To Us

Paragraph **8.** of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and helps us enforce them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "occurrence" or "suit" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

VI. DEFINITIONS

A. Amended Definitions

1. Advertisement

The following is added to the definition of "advertisement":

However, "advertisement" does not include:

The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

An interactive conversation between or among persons through a computer network.

2. Coverage Territory

Final paragraph in the definition of "coverage territory" is replaced by the following:

Provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

3. Insured Contract

(1) Paragraph **a.** in the definition of "insured contract" is replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You Limit described in **SECTION III- LIMITS OF INSURANCE**.

(2) The First paragraph of Paragraph **f.** in the definition of "insured contract" is replaced by the following:

That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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4. Mobile Equipment

   Paragraph **f. (1)** in the definition or "mobile equipment" is replaced by the following:

   (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

5. Personal and Advertising Injury

   Paragraph **f.** in the definition of "personal and advertising injury" is replaced by the following;

   f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

B. Added Definitions

"Advertising idea" means any idea for an "advertisement".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization as required by written contract

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

Endorsement Effective	7/22/2022	Policy No.	TWC4122677	Endorsement No.	2
Insured	Tower Pest Control, Inc.			Premium $	7,045
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

TOWERPE001 APASQUALINI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/20/2023

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

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

PRODUCER Riemer Insurance Group, Inc. P O Box 250 Hallandale, FL 33008	CONTACT NAME: Amanda Pasqualini PHONE (A/C, No, Ext): (754) 202-0883 FAX (A/C, No): E-MAIL ADDRESS: apasqualini@riemerinsurance.com
INSURED Tower Pest Control, Inc. 7760 West 20th Ave, Bay 14 Hialeah, FL 33016	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Imperium Insurance Company — 35408 INSURER B : Infinity Auto Insurance Company — 11738 INSURER C : Technology Insurance Co. — 42376 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	IICGL0795602	7/22/2023	7/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		509820061744001	7/21/2023	7/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			IICEX0102002	7/22/2023	7/22/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TWC4276158	7/22/2023	7/22/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

APPROVED BY RISK MANAGEMENT
BY
DATE 8.7.23
WAIVER N/A X YES

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

Pest Control Operations

Monroe County Board of County Commissioners, its employees and officals is included as Additional Insured with respects to General Liability & Auto Liability, Waiver of Subrogation with respects to the General Liability & Workers Compensation, applies as required by written contract, subject to policy terms, conditions and exclusions with regards to the Named Insured's operations.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIRD AMENDMENT TO AGREEMENT
FOR
PEST CONTROL - LOWER KEYS
MONROE COUNTY, FLORIDA

This Third Amendment to Agreement for Pest Control, Lower Keys, is made and entered into this 8th day of November 2023, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **TOWER PEST CONTROL, INC.**, a *Florida Profit Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose address is 7760 West 20 Ave., Bay 14, Hialeah, Florida 33016.

WHEREAS, on September 21, 2022, the parties entered into an Agreement for Pest Control – Lower Keys ("Original Agreement") for the CONTRACTOR to provide pest control services for the Lower Keys Facilities owned by Monroe County; and

WHEREAS, on March 22, 2023, the Board of County Commissioners ("BOCC") approved the First Amendment to the Original Agreement, which deleted and added locations for monthly pest control; and

WHEREAS, on September 20, 2023, the BOCC approved the Second Amendment to the Original Agreement, which increased payment amounts by the annual CPI-U adjustment of three percent (3%), which was the lesser increase, effective October 1, 2023; and

WHEREAS, this Third Amendment to Agreement is to amend the Original Agreement to incorporate and include the CONTRACTOR's scope of services to be provided at an additional Lower Keys location as outlined in the below Scope of Work; and

WHEREAS, the parties have found the Original Agreement to be mutually beneficial; and

WHEREAS, the parties find that it would be mutually beneficial to enter into this Third Amendment to the Original Agreement for additional pest control services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree to amend the Original Agreement as follows:

1. Paragraph 2, **SCOPE OF WORK,** of the Original Agreement shall be amended by deleting the current Paragraph 2 of the Agreement and replacing it with the following paragraph and the updated Exhibit "A" – 2nd Revised, attached hereto:

2. SCOPE OF WORK

The Scope of Work shall include, but not be limited to, all work and / or services shown and listed in **Exhibit "A" – 2nd Revised,** which is attached hereto and made a part hereof. The Contractor is required to provide a complete job as contemplated by this Scope of Work. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies, permits, if any are necessary, and any other means of construction or work necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated, or as amended throughout the term of this Agreement.

2. **The Scope of Work shall be amended to incorporate and include the following additional** COUNTY facility and CONTRACTOR's services: **Big Pine Key Community Center, 201 Key Deer Blvd., Unit C1-3, Big Pine Key,** Treated Monthly

3. Paragraphs 5, C. and D., **CONTRACT SUM AND PAYMENTS TO CONTRACTOR,** of the Original Agreement, shall be amended to reflect the additional location, frequency of the service, and the treatment cost for such location, as follows:

C. The cost of labor used by the Contractor to fulfill the obligation of the Contract will be included in the following amounts of:

FACILITY	ADDRESS	FREQUENCY	TREATMENT COST
Higgs Beach Dog Park	1000 Atlantic Blvd., Key West	Monthly	$154.50
West Martello	1100 Atlantic Blvd., Key West	Monthly	$257.50
Bernstein Park	6751 5th St., Stock Island	Monthly	$154.50
Wilhelmina Harvey Park	360 Ave F., Big Coppitt	Quarterly	$103.00
Pine Channel Nature Park	29550 Overseas Hwy., Big Pine	Monthly	$97.85
Big Pine Community Park	31009 Atlantis Rd., Big Pine	Monthly	$309.00
Watson Field Dog Park	30150 South St., Big Pine	Monthly	$154.50
Gato Building	1100 Simonton St., Key West	Monthly	$123.60
Harvey Government Center	1200 Truman Ave., Key West	Monthly	$97.85
Historic Courthouse	500 Whitehead St., Key West	Monthly	$97.85
Jefferson Browne (incl. Old Jail)	502 Whitehead St., Key West	Monthly	$97.85
Lester Building	530 Whitehead St., Key West	Monthly	$97.85
Freeman Justice Center	302 Fleming St., Key West	Monthly	$97.85
Key West Library	700 Fleming St., Key West	Monthly	$61.80
Bayshore Manor	5200 College Road, Stock Island	Monthly	$97.85
County Attorney Offices	1111 12th St., Suite 408, Key West	Monthly	$41.20
Public Defender Office # 310	1111 12th St., Suite 310, Key West	Monthly	$41.20
Big Pine Key Library	213 Key Deer Blvd., Big Pine Key	Monthly	$41.20
Blue Heron Community Center	30451 Lyttons Way, Big Pine	Monthly	$36.05
Big Pine DMV	247 Key Deer Blvd., Big Pine	Monthly	$30.90
District 2 Commissioner Office	243 Key Deer Blvd., Big Pine	Monthly	$30.90
Big Pine Community Center	201 Key Deer Blvd., Big Pine	Monthly	$82.40

Stock Island Fire Station #8	5655 MacDonald Ave., Stock Island	Monthly	$46.35
Big Pine Key Fire Station #13	390 Key Deer Blvd., Big Pine	Monthly	$46.35
Big Coppitt Key Fire Station #9	28 Emerald Dr., Big Coppitt	Monthly	$46.35
Sugarloaf Key Fire Station # 10	17097 Overseas Hwy., Sugarloaf Key	Monthly	$46.35
Cudjoe Key Fire Station #11	22352 Overseas Hwy., Cudjoe Key	Monthly	$46.35
2 Public Works Trailers and Fleet Garage @ Rockland Key Site	123 Overseas Highway, Rockland Key	Monthly	$46.35
Key West DMV	3304 N. Roosevelt Blvd., Key West	Monthly	$41.20

Total Annual Cost for Facilities Maintenance for twenty-two (22) Locations, twenty-four (24) Buildings is Sixteen Thousand Seven Hundred Forty-seven and 80/100 ($16,747.80) Dollars.

Total Annual Cost for Parks and Beaches for seven (7) Locations, three (3) Buildings is Thirteen Thousand Nine Hundred Forty-six and 20/100 ($13,946.20) Dollars.

Facilities Maintenance and Parks and Beaches Departments shall be invoiced separately.

There shall be no additional charges to the County for travel, mileage, meals, or lodging.

D. Total Annual Compensation to CONTRACTOR under this Agreement shall not exceed Forty-six Thousand One Hundred Sixty-two and 00/100 ($46,162.00) Dollars, unless pre-approved work requiring additional funds is implemented.

4. Except as set forth in Paragraphs 1 through 3 of this Third Amendment to Agreement, in all other respects, the terms and conditions set forth in the Original Agreement, as amended, remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this Second Amendment to Agreement on the day and year first written above and shall be deemed an original contract.

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Witnesses for CONTRACTOR:

Signature

10-23-23 Jessica Torre.
Date Print Name

Signature

10-23-23 Olivia Torre.
Date Print Name

CONTRACTOR: TOWER PEST CONTROL, INC.

By: Francisco Torre

Signature of person authorized to legally bind CONTRACTOR

Date: October 23, 2023

Francisco Torre, President
Print Name and Title

Address: 7760 W. 20 Ave. #14
Hialeah, Fl 33016

Telephone Number: 305-821-3888

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 10/20/2023

EXHIBIT "A" – 2nd Revised

SCOPE OF WORK

INTENT AND SCOPE OF WORK

This specification describes minimum requirements to cover the furnishing of all necessary labor, materials, equipment, and other resources needed to control pest(s) in buildings and parks owned or leased by the Monroe County Board of County Commission. The object of this service is to effectively control and eradicate insects, roaches, palmetto bugs, silverfish, vermin, ants, wasps, fleas, mites, bedbugs, scorpions, millipedes and rodents (excluding termites). All work performed shall be to the satisfaction of the Facilities Maintenance Director or designee.

All County buildings requiring pest control services are shown on the List of facilities. Additional buildings may be added to the List of facilities, at any point during the contract, as required by the County. A monthly cost for each additional building will be negotiated with the Contractor.

After contract award, the County reserves the right to add additional related items to this contract. price quotes will be obtained from the Contractor for the additional items. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services from another supplier at the County's sole option.

TREATMENT SCHEDULE

1. A thorough inspection and treatment as described herein shall be performed once every thirty (30) calendar days for all areas. In the event this treatment does not control pests to the complete satisfaction of the Facilities Maintenance Director or designee, the Contractor may be subject to an average of one recall per location during each 30-day period for additional treatment at no additional cost. Such notification shall be in writing from the contract monitor.
2. Treatment will include but not be limited to: interior and exterior perimeter General Household Pest Control for Facilities. Rodent monitoring as needed.
3. Contractor shall complete and post approved spray notices at all facility locations at least twenty-four (24) hours prior to spraying - see Exhibit "B" attached hereto and made a part hereof.
4. Buildings requiring after hours treatment shall be treated on the third (3rd) Saturday of every month unless otherwise pre-approved by the Director of Facilities Maintenance or his/her designee.
5. Contractor must take note that all Parks and Beaches locations are open to the public. Care shall be taken to avoid heavy recreational times. A minimum of 48 hours' notice shall be required before chemical spraying. Weekend spraying of the parks will not be permitted except in extreme, pre-approved instances.

STATEMENT OF CONDITIONS FOUND AND TREATMENT RENDERED

Following each visit and inspection of a building, the Contractor shall email a report in writing to the Facilities Maintenance Director or designee, stating the conditions that existed and the proper treatment rendered. This notice shall be on a form agreed upon between the Contractor and the Facilities Maintenance Director or designee.

RESTRICTIONS ON THE USE OF PEST CONTROL MATERIALS

A. All rodenticide and/or traps shall be placed only at times and in areas to assure maximum safety.

B. No pest control and/or traps shall be placed where any visitor may recover them.

C. The use of rodenticide shall be restricted to areas **NOT** accessible to the general public.

D. A record of materials used and where used shall be made in **duplicate**, one (1) copy to the Facilities Maintenance Director and one (1) copy to the Contractor.

REMOVAL OF DEAD RODENTS

All dead or dying rodents shall be removed by the Contractor and disposed of to the satisfaction of the Facilities Maintenance Director or designee.

LOCATION CONTACTS

Contractor shall coordinate monthly activities with Monroe County contacts as listed below:

Facilities Maintenance Contract Monitor: Alice Steryou – 305-292-4549
Parks & Beaches Contract Monitor: Tammy Acevedo – 305-453-8776

Gato Building - Enrique Gonzalez - 305-797-1492
Harvey Government Center (First Floor) - Sam Steele - 305-295-5000
Harvey Government Center (Second Floor) - Von Woods - 305-797-1494
Historic Courthouse - Tom Pacini - 305-394-7763
Jefferson Browne (incl. Old Jail) – Tom Pacini - 305-394-7763
Lester Building - Tom Pacini - 305-394-7763
Freeman Justice Center - Tom Pacini - 305-394-7763
Key West Library – Kim Rinaldi - 305-809-5256
Bayshore Manor – Willie DeSantis – 305-797-1250
County Attorney Offices (#408) - Abra Campo or Brian Bradley - 305-292-3470
Public Defender Office (#301) – Kim Kocis - 305-587-8807
Big Pine Key Library – Rob Rinaldi - 305-809-6304
Blue Heron Community Center – Damarys Fernandez- 305-413-0488
Stock Island Fire Station #8 – Maria Altamarino – 305-289-6047
Big Pine Fire Station #13 - Maria Altamarino - 305-289-6047
Big Coppitt Key Fire Station #9 - Maria Altamarino - 305-289-6047
Sugarloaf Key Fire Station #10 - Maria Altamarino - 305-289-6047
Cudjoe Key Fire Station #11 - Maria Altamarino – 305-289-6047
Key West DMV – Sam Steele - 305-295-5000
Big Pine DMV – Damarys Fernandez- 305-413-0488
Commissioner District 2 Big Pine Key Office - Damarys Fernandez - 305-413-0488
Big Pine Key Community Center - Damarys Fernandez - 305-413-0488
Rockland Key Facilities and Roads Trailers (2) – Alice Steryou - 305-292-4549
Rockland Fleet Garage - Joe Zoppy - 305-295-3673
Bernstein Park Community Center - Carlton Howard – 305-902-7175
Wilhelmina Harvey Park - Carlton Howard – 305-902-7175
Watson Field Dog Park - Carlton Howard – 305-902-7175
Higgs Beach Dog Park – Tony Roberts – 305-797-2532
West Martello – Tony Roberts – 305-797-2532
Big Pine Community Park - Carlton Howard – 305-902-7175
Pine Channel Nature Park - Carlton Howard – 305-902-7175

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F12
2023-1721

BULK ITEM: Yes

DEPARTMENT: Project Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Cary Knight

AGENDA ITEM WORDING:

Ratification of the purchase agreement with WATSON FURNITURE GROUP, INC. in the amount of $198,651.80 executed by the County Administrator. This agreement is for the purchase of the 911 Consoles for the EOC. The project is funded by three grants from FDOT, FDEM (direct appropriation), and FDEM(HMGP).

ITEM BACKGROUND:

The new EOC will contain the 911 dispatch center. Specialized equipment is needed to provide the service. A component of this specialized equipment is the consoles needed for each workstation. The County will procure these through a competitively bid state contract and has received approval from the Director of State Purchasing and Chief Procurement Officer to do so.

Funding for the project is provided by FDOT, FDEM (Direct Appropriations), and FDEM (HMGP) grants.

Pursuant to the Monroe County Purchasing Policy, Chapter 7. Exclusions C. Cooperative Purchasing purchases equal to $150,000.00 or more from vendors holding current "State" and General Services Administration (hereinafter "GSA") contracts are exempt from the competitive bidding process. The Policy also allows for purchasing under cooperative purchasing ventures run by other units of governments when the best interests of the County are served. The National Association of State Procurement Officials (NASPO) contract falls under this provision in the Policy.

PREVIOUS RELEVANT BOCC ACTION:
10/18/23 - Approval to purchase Watson furniture and authorization for County Administrator to sign.

9/20/23- Approval of Third Amendment with ADG.

4/19/23- Approval of Third Amendment to the Construction Manager at Risk (CMAR) agreement.

2/15/23- Approval of Task Order for Grant Administration Services with WSP USA, Inc.

1/18/23- Approval of Second Amendment to the Construction Manager at Risk (CMAR) agreement with Ajax Building Company to clarify language in the County's Partial Release of Liens form which is required with each pay application. No changes to the funding are proposed.

1/18/23- Approval of a Second Amendment to the current agreement with Architects Design Group (ADG) at a cost of $30,770.00 to add Plan Revisions and Threshold Inspections.

11/15/22- Ratification of a Task Order with Carr, Riggs & Ingram, LLC to perform pay application reviews for EOC.

11/15/22- Resolution delegating Purchasing Authority above $50,000 to the County Administrator for Owner Direct Purchases (ODP's).

9/21/22- Approval of HMGP Grant Agreement Modification #3 with FDEM for the EOC (Phase I).

9/21/22- Task Order with Carr, Riggs & Ingram, LLC for the EOC project.

9/21/22- Approval of a Task Order with Jacobs to Provide a Resident Project Representative (RPR) for the EOC.

8/17/22- Approval of the 1st Amendment to the CMAR agreement with Ajax Building Co. to construct the EOC in order to adjust the guaranteed maximum price (GMP) to account for price escalation of labor and materials.

7/20/22- Approval of a new grant agreement in the amount of $9,665,951.73 between the County and the Florida Division of Emergency Management (FDEM) to construct the new Emergency Operations Center in Marathon.

1/21/22- Approval of the Rescission/Replacement of Modification #2 to the HMGP grant agreement which was revised to reinstate and extend the agreement. The original Modification #2 only extended the date.

12/8/21- Approval of third amendment to the pre-construction services contract with Ajax Building Company, LLC to add the costs of an extended pre-construction period.

12/8/21- Approval of Modification #2 to the HMGP grant agreement extending the completion date of the grant to May 31, 2022, and increasing the grant amount by $44,581.12, for HMGP agreement #4337-66-R with the Florida Department of Emergency Management (FDEM).

11/3/21- Approval of CMAR agreement with Ajax Building Company, LLC for the construction of the Emergency Operations Center.

5/19/21- Approval of a grant agreement amendment (Modification #1 to the direct appropriation grant agreement) with the Florida Division of Emergency Management to receive state funded appropriations for Local Emergency Management and Mitigation Initiatives (Assistance Number 31.064; Agreement Number 19-SP-10-11-54-01-237) in the amount of $5,900,000.00, and approval of a resolution

authorizing the County Administrator to sign all amendments, modifications, and other necessary documents including reimbursement requests for this grant. The original period of time was July 1, 2018-June 30, 2021. This amendment extends the end date to June 30, 2023.

12/9/20- Approval of Modification #1, extending the completion date of the grant under the Hazard Mitigation Grant Program (HMGP) (Agreement #4337-66-R) with FDEM which provides design funding, in the amount of $916,071.21 for the Emergency Operations Center (EOC) at the Marathon airport.

10/21/20- Approval of Second Amendment to the Agreement for Pre-Construction Services with Ajax Building Company, LLC in the amount of $265,591.00 for the Emergency Operations Center to add the scope and cost of the DAV building demolition.

10/21/20- Approval of a First Amendment to the Agreement with Architects Design Group/ADG, Inc. (ADG), in the amount of $2,818,325.00, for design through construction administration of an Emergency Operations Center (EOC) in Marathon.

5/20/20- Approval of a no cost Amendment to the Agreement for Pre-Construction Services with Ajax Building Company, LLC for the Emergency Operations Center to remove certain contract provisions that were not required at the pre-construction stage.

4/15/20- BOCC approval of an Agreement with Ajax Building Company, LLC to provide Construction Manager at Risk (CMAR) services for the Emergency Operations Center (EOC) at the Marathon Airport in the amount of $110,000.00 through an FDOT grant. This Agreement is for Pre-Construction Phase services.

4/15/20- Approval of Amendment No. 1 to State of Florida Department of Transportation Public Transportation Grant Agreement G1009 providing $4,000,000.00 in additional funding for the Non-Aeronautical Use Building Project (Emergency Operations Center- EOC) at the Florida Keys Marathon International Airport.

12/9/19- BOCC approval of an HMGP agreement with FDEM for Phase I of a FEMA grant in the amount of $916,071.21 to be used for pre-construction activities for the EOC.

11/20/19- BOCC approval of the recommended site location for the EOC building at the southwest corner of the Marathon Airport.

9/18/19- Approval of a contract with Architects Design Group, Inc. (ADG) for design and construction administration services for an Emergency Operations Center (EOC) in Marathon; Correcting contract sum scrivener's error in Section 7.1.1 of the contract.

8/21/19- BOCC approval of a revised contract with ADG which changed the name of the EOC building to “FL Keys Marathon Airport Non-Aeronautical Use Building” due to requirements of Monroe County’s acceptance of an FDOT grant agreement.

5/22/19 - BOCC approval of the award of a contract to ADG to provide design and construction administration services for the Monroe County EOC.

3/21/19- BOCC approval of staff request to negotiate with ADG a professional services contract to provide design and construction administration services for the Monroe County EOC.

12/19/18- BOCC approval of an agreement with the Florida Department of Transportation (Public Transportation Grant G1009) to accept a grant in the amount of $400,000 (to be matched with $400,000 in County funds) for the planning, permitting, design and construction of a non-aeronautical building (EOC) to be constructed on the SW corner of the Marathon airport property.

9/19/18- BOCC approval of an agreement with the Florida State Department of Emergency Management to accept a grant in the amount of $5,900,000 for the design and construction of a Monroe County Emergency Operations and Public Safety Center.

6/20/18- Approval to advertise a Request for Qualifications for professional architectural services for a re-design through construction administration of a new Emergency Operations Center in Marathon, in compliance with the Code of Federal Regulations (2 CFR) for potential Hazard Mitigation Grant Program (HMGP) funding.

11/14/17- BOCC ratification of a Second Amendment to the contract with ADG to develop an updated construction estimate with modifications to the design for a new site and slightly revised scope.

10/1/09- BOCC approval of a First Amendment to the contract with ADG to include information technology needs to the design.

2/18/09- BOCC approval of a contract with Architects Design Group (ADG) for the design through construction administration of a new EOC in Marathon.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Approval to Use State Contract.pdf
Watson Contract Agreement with Addendum exe by county admin.pdf
2023 10 COI Watson signed exp 9 1 2024.pdf

FINANCIAL IMPACT:

Effective Date: 10/18/23

Expiration Date: N/A

Total Dollar Value of Contract: $198,651.80

Total Cost to County: $0

Current Year Portion: $0.00

Budgeted: Yes

Source of Funds: grants from FDOT, FDEM (Direct Appropriations), and FDEM (HMGP).

CPI: N/A

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts: N/A

Revenue Producing: No **If yes, amount:**

Grant: Yes

County Match: No

Insurance Required: Insurance provided after board approval.

Additional Details:

Thompson-Stan

From: Nilson, Cliff <Cliff.Nilson@dms.fl.gov>
Sent: Tuesday, March 7, 2023 1:39 PM
To: Hall-Cynthia
Cc: achism@naspovaluepoint.org; Vick-Cary
Subject: RE: Contract with Watson Consoles through NASPO

CAUTION: This email originated from outside of the County. Whether you know the sender or not, do not click links or open attachments you were not expecting.

Ms. Hall: The State of Florida has no objection to the use of this contract by Monroe County.

Cliff Nilson | Director of State Purchasing and Chief Procurement Officer
Division of State Purchasing
850-488-7804 (office)
Florida Department of Management Services



How Are We Doing? Click Here to Take the DMS Customer Satisfaction Survey

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From: Hall-Cynthia <Hall-Cynthia@MonroeCounty-FL.Gov>
Sent: Tuesday, March 7, 2023 11:22 AM
To: Nilson, Cliff <Cliff.Nilson@dms.fl.gov>
Cc: achism@naspovaluepoint.org; Vick-Cary <Vick-Cary@MonroeCounty-FL.Gov>
Subject: Contract with Watson Consoles through NASPO

Caution: This email originated from outside of the organization. Please ensure that you recognize the sender and know that the content is safe before clicking on any links or opening attachments.

Good morning, Mr. Nilson.

Monroe County Florida would like to use the attached contract (Cooperative Purchasing Master Agreement) executed between the State of Washington Department of Enterprise Services and Watson Furniture Group, Inc. It appears that the State of Florida is not one of the four states that have issued participating addenda for this particular contract. The instructions on the NASPO website say that if the state has not executed a statewide PA, political subdivisions (such as Monroe County) may have access if the State's Chief Procurement Official approves or has no objection, and that we should contact you to get assistance in gaining access. I am writing to ask for your approval and/or non-objection.

We are ready to buy the consoles for our new Emergency Operations Center (currently under construction), so I look forward to moving this forward with your assistance.

I can be reached at any time if you have any questions. Copied on this email is Mr. Cary Vick from our Project Management department, the Project Manager for this project.

Thank you in advance.

Cynthia L. Hall, Esq.
Senior Assistant County Attorney
Monroe County Attorney's Office
1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470
(305) 292-3516 (fax)

COOPERATIVE PURCHASING MASTER AGREEMENT

NO. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

For Use by Eligible Purchasing Entities

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

WATSON FURNITURE GROUP, INC.

Dated January 1, 2022

COOPERATIVE PURCHASING MASTER AGREEMENT

NO. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

FOR

CATEGORY 10 DISPATCH CONSOLE FURNITURE

This Cooperative Purchasing Master Agreement ("Cooperative Purchasing Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and Watson Furniture Group, Inc. a Washington corporation ("Contractor") and is dated and effective as of January 1, 2022.

R E C I T A L S

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Cooperative Purchasing Master Agreements for goods and services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these Cooperative Purchasing Master Agreements available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. *See* RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.

C. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.

D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a cooperative purchasing master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that cooperative purchasing master agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a 'participating entity'), no agency or other eligible organization (a 'purchasing entity') may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions

(e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00318 dated November 16, 2020 regarding Public Safety Communications Products, Services and Solutions ("Public Safety Radio"). Sixteen (16) states indicated an intent to utilize the resulting Cooperative Purchasing Master Agreement.

F. Enterprise Services and a stakeholder team consisting of representatives from Washington, California, Alaska, Oregon, Montana, Tennessee, Colorado and Nevada evaluated all responsive bids to the Competitive Solicitation and identified Contractor as an Apparent Successful Bidder for the Category identified above.

G. Enterprise Services determined that entering into this Cooperative Purchasing Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.

H. The purpose of this Cooperative Purchasing Master Agreement is to enable Participating or Purchasing Entities to purchase Public Safety Radio products and services, in the awarded Category as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. The term of this Master Agreement begins January 1, 2022 and ends on December 31, 2026; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, which shall occur no later than June 30, 2025, Contractor meets the following performance metrics:

- Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
- Administrative Fee Payments: Contractor provides timely and accurate Administrative Fee payments as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Public Safety Communications Products, Services and Solutions to begin on January 1, 2022, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Master Agreement, beginning upon the date such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no orders for products or services shall be made under this Agreement prior to January 1, 2022.

2. PARTICIPANTS AND SCOPE. This Cooperative Purchasing Master Agreement may be utilized under the following conditions:

2.1. PARTICIPATING ENTITIES. Contractor may not sell Public Safety Radio products and services under this Cooperative Purchasing Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Cooperative Purchasing Master Agreement are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum; *Provided*, however, that no Participating Addendum shall operate to alter or modify any substantive terms of this Cooperative Purchasing Master Agreement which were solicited and procured pursuant to a competitive procurement. By way of illustration and not limitation, Participating Entities may include unique administrative, delivery, and invoicing requirements, as well as entity-specific confidentiality requirements and similar entity-specific administrative requirements in purchase Orders utilizing this Cooperative Purchasing Master Agreement.

2.2. PURCHASING ENTITIES. Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order or other commitment document against the Cooperative Purchasing Master Agreement and becomes financially committed to the purchase.

2.3. PARTICIPATING ADDENDUM. Obligations under this Cooperative Purchasing Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive or other process to determine which Cooperative Purchasing Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum as instructed by the Lead State to support documentation of participation and posting in appropriate databases.

2.4. PURCHASING ENTITY RIGHTS. Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Cooperative Purchasing Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Cooperative Purchasing Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Cooperative Purchasing Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Participating Entity individually.

2.5. PARTICIPATING ADDENDUM APPROVAL. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Cooperative Purchasing Master Agreement, Contractor is authorized to sell only those Public Safety Radio Products and Services in the category above posted on the NASPO ValuePoint website. Contractor shall not represent to any Participating or Purchasing Entity under this Cooperative Purchasing Master Agreement that Contractor has contractual authority to sell any Public Safety Radio Products beyond those approved and posted on the NASPO ValuePoint website.

3.2. MINIMUM WARRANTY FOR INCLUDED GOODS/SERVICES. Notwithstanding any provision to the contrary, Contractor agrees to and is providing a minimum warranty of no less than one (1) year for any goods/services included in this Cooperative Purchasing Master Agreement. Such minimum warranty begins when the goods/services are accepted by Purchasing Entity or as agreed by Purchasing Entity in its ordering documentation. Such minimum warranty includes all firmware and software updates within warranty period. Parts and related software will be free from defects in material and workmanship for one (1) year. If a product fails because of a defect in workmanship or materials within one (1) year from the date of acceptance by Purchasing Entity, manufacture shall repair or replace the product or part with a new product or part without charge to Purchasing Entity.

3.3. ADDITIONAL WARRANTY OPTIONS – See Watson Furniture Group Products/Services Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available warranty options.

3.4. AVAILABLE SERVICES – See Watson Furniture Group Products/Services Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available services.

3.5. ABILITY TO MODIFY SCOPE OF COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Public Safety Radio Products included in this Cooperative Purchasing Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this competitively procured Cooperative Purchasing Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.

3.6. PRODUCT UPDATES. Upon approval, Contractor may update their products/pricelist on a semi-annual basis. Contractor must submit to the Lead Contract Administrator a revised product/pricelist highlighting changes and include an effective date of the change. At no time during the contract term shall products be deleted from the products/pricelist. Discontinued products/services must be struck-through and highlighted for ease of review process. Product/pricelist updates must be submitted for review and approval to the Lead Contract Administrator thirty (30) days prior to the effective date of the change. All products/pricelist will be posted on the NASPO ValuePoint website.

Product updates for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st. Additional product updates may be considered for approval with proper 30 day notice at the discretion of the Lead State.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1st	July 1st
July 1-December 31	December 1st	January 1st

3.7. ECONOMIC ADJUSTMENTS. All pricing must be guaranteed for the first year of the Cooperative Purchasing Master Agreement. Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating the reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published manufacturer's price list. No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published manufacturer's price list, including renewal options, the Lead State shall be notified immediately. All published manufacturer's price list price reductions shall be effective upon the notification provided to the Lead State.

Enterprise Services reserves the right to request clarification and justification for requested Economic Adjustments.

Economic Price Adjustment requests for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1st	July 1st
July 1-December 31	December 1st	January 1st

3.8. PRICE CEILING. Although Contractor may offer lower prices, including volume discounts, to Purchasing Entity, during the term of this Cooperative Purchasing Master Agreement, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth approved and posted on the NASPO ValuePoint website.

3.9. COOPERATIVE PURCHASING MASTER AGREEMENT INFORMATION. Enterprise Services shall maintain and provide information regarding this Cooperative Purchasing Master Agreement, including scope and pricing, to eligible Purchasing Entity.

3.10. CONTRACTOR RESPONSIBILITIES. Contractor shall be responsible for successful performance of the Cooperative Purchasing Master Agreement and also for the successful performance of any

and all of their partners. Contractor is to be the sole point of contact as applicable by Cooperative Purchasing Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the products and maintenance of the product for the term of the Cooperative Purchasing Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Cooperative Purchasing Master Agreement. Contractor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. Contractor will be responsible for compliance with requirements under the Cooperative Purchasing Master Agreement, even if requirements are delegated to partners. Contractor and partners must not in any way represent themselves in the name of the Lead State, NASPO ValuePoint or Participating States.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Purchasing Master Agreement and at the time any order is placed pursuant to this Cooperative Purchasing Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that, within fifteen (15) days of executing any Participating Addendum and prior to making any sales pursuant to such Participating Addendum, Contractor shall be in good standing and qualified to do business in such state and that Contractor properly shall have registered to do business in such state, shall possess and shall keep current all required licenses and/or approvals, and that it shall be current, in full compliance, and have paid all applicable taxes owed to such state.

4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods and/or services sold pursuant to this Cooperative Purchasing Master Agreement shall be merchantable, shall conform to this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the services provided free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchasing Entity) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchasing Entity's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual

damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Cooperative Purchasing Master Agreement and the three (3) year period immediately preceding the award of the Cooperative Purchasing Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

4.5. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Master Agreement and/or any agreement entered into pursuant to this Cooperative Purchasing Master Agreement.

4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Cooperative Purchasing Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.7. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasing Entity's employees.

4.8. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Cooperative Purchasing Master Agreement, Contractor shall maintain an accurate profile in WEBS.

4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Washington Statewide Payee Desk, which registration is a condition to payment.

4.10. COOPERATIVE PURCHASING MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Cooperative Purchasing Master Agreement with eligible Purchasing Entity and to ensure that those entities that utilize this Cooperative Purchasing Master Agreement are eligible Purchasing Entity. Contractor understands and acknowledges that neither Enterprise Services nor Purchasing Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchasing Entity, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.11. COOPERATIVE PURCHASING MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Purchasing Master Agreement or a similar contract, is transitioned to another contractor (e.g., Cooperative Purchasing Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

4.12. SUB-CONTRACTORS, AUTHORIZED RESELLERS/DEALERS. MANUFACTURER'S REPRESENTATIVE (PARTNERS). If utilizing partners, Contractor is responsible for such partners providing products and services, as well as warranty and maintenance services for any product or solution such partners provide pursuant to this Cooperative Purchasing Master Agreement. Pursuant to their applicable Participating Addendum, each Participating Entity may allow or disallow Contractor to utilize Partners. Only partners approved by the Participating Entity may be utilized. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

5. USING THE COOPERATIVE PURCHASING MASTER AGREEMENT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Eligible Purchasing Entity shall order goods and/or services from this Cooperative Purchasing Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchasing Entity but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchasing Entity also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchasing Entity Order"). All order documents must reference the Cooperative Purchasing Master Agreement number. The terms of this Cooperative Purchasing Master Agreement shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Purchasing Master Agreement shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Purchasing Master Agreement.

(a) All order documents must, at a minimum, reference

- The Cooperative Purchasing Master Agreement number;
- The place and requested time of delivery;
- A billing address;

- The name, phone number, and address of the Participating Entity representative;

(b) All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating Entity's purchasing office, or to such other individual identified in writing in the Order.

(c) Orders must be placed pursuant to this Cooperative Purchasing Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.

(d) Notwithstanding the expiration, cancellation or termination of this Cooperative Purchasing Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Cooperative Purchasing Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Cooperative Purchasing Master Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Cooperative Purchasing Master Agreement, the Purchase Order used by Purchasing Entity, or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor. The following apply to all deliveries:

(a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchasing Entity's normal work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.

(b) Contractor shall ship all goods purchased pursuant to this Master Agreement to Purchasing Entity's specified destination. Shipping charges must be mutually agreed to between Purchasing Entity and Contractor, and shall be added as a separate line item on the Contractor's invoice. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchasing Entity's fault or negligence. Ownership transfers to the Purchasing Entity upon delivery.

(c) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

(d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Purchasing Master Agreement shall be identified by the Cooperative Purchasing Master Agreement number set forth on the cover of this Cooperative Purchasing Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

(e) Purchasing Entities may return unopened or unused (non-specialty or customized) Public Safety Radio products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Public Safety Radio Products that are returned.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Cooperative Purchasing Master Agreement are subject to Purchasing Entity's reasonable inspection, testing, and approval at Purchasing Entity's destination. Such inspection and approval shall be determined within thirty (30) days of delivery. Purchasing Entity reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order. If there are any apparent defects in the goods and/or services at the time of delivery, Purchasing Entity will notify Contractor within five (5) business days. At Purchasing Entity's option, and without limiting any other rights, Purchasing Entity may require Contractor to, consistent with the warranty terms, repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchasing Entity's option, Purchasing Entity may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

(a) Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Cooperative Purchasing Master Agreement. Products that do not meet specifications may be rejected as mutually agreed between Purchasing Entity and Contractor. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Public Safety Radio Products are put to use. Acceptance of such Public Safety Radio Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Public Safety Radio Products rejected and returned, or for which Acceptance is revoked.

(b) If any Public Safety Radio Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Public Safety Radio Product in conformity with the specifications.

5.4. ON SITE REQUIREMENTS. While on Purchasing Entity's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, and other security requirements.

5.5. INSTALLATION. Installation shall be performed by Contractor or Sub-Contractor, in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. Purchasing Entity reserves the right to require Contractor or Sub-Contractor to repair any damage caused during installation or provide full compensation as determined by Purchasing Entity.

5.6. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Enterprise Services/the State of Washington or Purchasing Entity's information which may be classified as confidential, for any purpose not directly connected with the administration of this Cooperative Purchasing Master Agreement, except with prior written consent of Enterprise Services (or the applicable Purchasing Entity), or as may be required by law.

5.7. TREATMENT OF ASSETS. Title to all property furnished by any Participating State and/or Purchasing Entity shall remain with such Participating State and/or Purchasing Entity, as applicable. Any property of any Participating State and/or Purchasing Entity furnished to Contractor shall, unless otherwise provided herein or approved by such Participating State and/or Purchasing Entity, be used only for the performance of this Cooperative Purchasing Master Agreement. Contractor shall be responsible for damages as a result of any loss or damage to property of any Participating State and/or Purchasing Entity to the extent it results from the negligence of Contractor or to the extent it results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances. If any such Participating State and/or Purchasing Entity property is lost, destroyed, or damaged, Contractor immediately shall notify such Participating State and/or Purchasing Entity and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to such Participating State and/or Purchasing Entity all property of such Participating State and/or Purchasing Entity prior to settlement upon completion, termination, or cancellation of this Cooperative Purchasing Master Agreement. Title to all property furnished by Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Purchasing Entity upon delivery of such property by Contractor to the Purchasing Entity. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in the Purchasing Entity upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchasing Entity in whole or in part, whichever first occurs. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors. Title to software shall not pass to Purchasing Entity but shall be licensed. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

5.8. SOFTWARE LICENSE AGREEMENT. If the public safety communications equipment ordered and delivered under the term and conditions of this Cooperative Purchasing Master Agreement requires software or firmware to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software License Agreement that will apply to such transactions. Contractor's software license agreement shall not conflict with the terms and conditions of this Cooperative Purchasing Master Agreement or specific security requirements of Purchasing Entity.

5.9. SUBSCRIPTION SERVICES AGREEMENT. If the public safety communications equipment ordered and delivered under the term and conditions of this Contract requires subscription services to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software License

Agreement that will apply to such transactions. Contractor's Subscription Services Agreement shall not conflict with the terms and conditions of this Master Agreement or the specific security requirements of Purchasing Entity.

6. INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchasing Entity's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- Cooperative Purchasing Master Agreement No. 00318
- Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- Contractor's Federal Tax Identification Number
- Date(s) of delivery
- Applicable goods/services
- Invoice amount; and
- Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Purchasing Master Agreement prices, less discounts or lower negotiated costs. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due within thirty (30) days of invoice. If Purchasing Entity fails to make timely payment(s), Contractor may invoice Purchasing Entity in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified.

6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. NO ADVANCE PAYMENT. No advance payment shall be made for the products and services furnished by Contractor pursuant to this Cooperative Purchasing Master Agreement; Provided, however, that the parties agree that maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Purchasing Master Agreement. Failure to do so shall constitute breach of this Cooperative Purchasing Master Agreement. Unless otherwise agreed, Purchasing Entity shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. In regard to federal excise taxes, Contractor shall include

federal excise taxes only if, after thirty (30) calendar days written notice to Purchasing Entity, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

7. CONTRACT MANAGEMENT.

7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Purchasing Master Agreement. Enterprise Services' contract administrator shall provide Cooperative Purchasing Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Purchasing Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Contract Administrator 00318
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2218
Email: DESContractsTeamCypress@des.wa.gov

Watson Furniture Group, Inc.
Attn: Quinte Andrae
26246 Twelve Trees Lane NW
Poulsbo, WA 98370
Tel: 360-394-1300
Email: qandrae@watsonfg.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchasing Entity issues pertaining to this Cooperative Purchasing Master Agreement.

7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Watson Furniture Group, Inc.
Attn: Quint Andrae
26246 Twelve Trees, Lane NW
Poulsbo, WA 98370
Email: qandrae@watsonfg.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.

8.1. SUMMARY SALES DATA. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Cooperative Purchasing Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

8.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Participating Entity name; (4) Participating Entity bill-to and ship-to locations; (4) Participating Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; and (8) line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Enterprise Services and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Cooperative Purchasing Master Agreement.

8.3. NASPO VALUEPOINT EXECUTIVE SUMMARY. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

8.4. REPORT OWNERSHIP. Timely submission of these reports is a material requirement of the Cooperative Purchasing Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8.5. CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA. Participating Addenda, as well as Orders or transaction data relating to Orders under this Cooperative Purchasing Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Cooperative Purchasing Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Cooperative Purchasing Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

9. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

9.1. NASPO VALUEPOINT COOPERATIVE PROGRAM. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Cooperative Purchasing Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Cooperative Purchasing Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Cooperative Purchasing Master Agreement.

9.2. LOGOS. NASPO VALUEPOINT logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

9.3. ANNUAL SUPPLIER BUSINESS REVIEW. Contractor agrees to participate in an annual supplier performance review at a location (virtual or in-person) selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. The 2022 Annual Supplier Business Review requires in-person attendance. Any subsequent Annual Supplier Business Review meetings may be attended virtually or in-person.

10. ADMINISTRATIVE FEES.

10.1. CONTRACTOR shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint ADMINISTRATIVE Fee of one-quarter of one percent (0.25%) of the quarterly sales by participating state. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.

10.2. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Cooperative Purchasing Master Agreement. The Contractor may adjust the Cooperative Purchasing Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

11. RECORDS RETENTION & AUDITS.

11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Purchasing Master Agreement and orders placed by Purchasing Entity under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any

litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.2. AUDIT. Upon reasonable advance written notice, Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records associated with this Cooperative Purchasing Master Agreement to ensure that Contractor has properly invoiced Purchasing Entity and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Purchasing Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchasing Entity, Contractor shall reimburse Purchasing Entity for any overpayments inconsistent with the terms of this Cooperative Purchasing Master Agreement or orders, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records.

12. INSURANCE.

12.1. REQUIRED INSURANCE. During the Term of this Cooperative Purchasing Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.

12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Purchasing Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12.3. INSURANCE CERTIFICATE. Prior to commencement of performance, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to Enterprise Services that (1) names the State of Washington and Enterprise Services as additional insureds, (2) provides for written notice of cancellation delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations

are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

13. PUBLIC INFORMATION. This Cooperative Purchasing Master Agreement, all related documents, and all records created as a result of the Cooperative Purchasing Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. DEFAULTS AND REMEDIES

14.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Cooperative Purchasing Master Agreement immediately by written cure notice of any default. Contractor may be required to submit a written cure plan within five (5) business days of Suspension notification. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's right under this Cooperative Purchasing Master Agreement All of Contractor's obligations to Enterprise Services and Purchasing Entity survive termination of Contractor's rights under this Cooperative Purchasing Master Agreement, until such obligations have been fulfilled.

14.2. DEFAULT. Each of the following events shall constitute default of this Cooperative Purchasing Master Agreement by Contractor:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Purchasing Master Agreement;

(b) Contractor breaches any representation or warranty provided herein; or

(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. REMEDIES for DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Purchasing Master Agreement are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasing

Entity replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Purchasing Master Agreement price and the replacement or cover price for identical equipment or services, as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement. Enterprise Services or Purchasing Entity will mitigate damages and provide Contractor with detailed invoices substantiating the charges.

(c) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Cooperative Purchasing Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, either Party shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order. Nothing in this Cooperative Purchasing Master Agreement shall be construed to limit the rights and remedies available to either Party under the applicable commercial code.

14.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchasing Entity be liable to the other for exemplary or punitive damages; Provided, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Cooperative Purchasing Master Agreement; or (c) damages subject to the Intellectual Property Indemnity section of this Cooperative Purchasing Master Agreement. Any limitation of either party's obligations under this Cooperative Purchasing Master Agreement, by delivery slips or other documentation is void. Contractor's limitation of liability shall not exceed $2,000,000 per occurrence.

14.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Cooperative Purchasing Cooperative Purchasing Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Cooperative Purchasing Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor. Contractor will be entitled to seek a change order to the extent Contractor provides documentary evidence that Contractor has incurred additional costs as a result of the suspension including costs to demobilize and remobilize the project.

(b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Cooperative Purchasing Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

15. CLAIMS.

15.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents to the extent caused by its operations under this Cooperative Purchasing Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. If responsibility can be substantiated as Contractor fault, Contractor shall pay for all damage to any Purchasing Entity's property resulting directly or indirectly from its acts or omissions under this Cooperative Purchasing Master Agreement, to the extent attributable to negligence by Contractor or its agents.

15.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services, any Purchasing Entity, and NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint) (NASPO) and their respective employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Purchasing Master Agreement, except to the extent such claims are caused by Enterprise Services, any Purchasing Entity, or NASPO's' negligence. Contractor shall take all steps needed to keep Purchasing Entity's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Cooperative Purchasing Master Agreement or in any other document executed in conjunction with this Cooperative Purchasing Master Agreement.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Cooperative Purchasing Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. GENERAL PROVISIONS.

17.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Cooperative Purchasing Master Agreement.

17.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

17.3. INTEGRATED AGREEMENT. This Cooperative Purchasing Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

17.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Cooperative Purchasing Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party.

17.5. AUTHORITY. Each party to this Cooperative Purchasing Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Cooperative Purchasing Master Agreement and that its execution, delivery, and performance of this Cooperative Purchasing Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

17.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Purchasing Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.

17.7. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Purchasing Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Cooperative Purchasing Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Purchasing Master Agreement notwithstanding any prior assignment of its rights.

17.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Purchasing Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

17.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Cooperative Purchasing Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

17.10. FEDERAL FUNDS. To the extent that any Purchasing Entity uses federal funds to purchase goods and/or services pursuant to this Cooperative Purchasing Master Agreement, such Purchasing

Entity shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.

17.11. SEVERABILITY. If any provision of this Cooperative Purchasing Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Purchasing Master Agreement, and to this end the provisions of this Cooperative Purchasing Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Purchasing Master Agreement.

17.12. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Cooperative Purchasing Master Agreement, nor shall any purported oral modification or rescission of this Cooperative Purchasing Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

17.13. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Purchasing Master Agreement shall survive and remain in effect following the expiration or termination of this Cooperative Purchasing Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

17.14. GOVERNING LAW. The validity, construction, performance, and enforcement of this Cooperative Purchasing Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Cooperative Purchasing Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

17.15. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Cooperative Purchasing Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Order placed against the Cooperative Purchasing Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

17.16. SOVEREIGN IMMUNITY. In no event shall this Cooperative Purchasing Master Agreement, any Participating Addendum or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the

Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.

17.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Purchasing Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

17.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Cooperative Purchasing Master Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Purchasing Master Agreement. Each party hereto and its counsel has reviewed and revised this Cooperative Purchasing Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Purchasing Master Agreement. Each term and provision of this Cooperative Purchasing Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.

17.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Purchasing Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Purchasing Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Purchasing Master Agreement.

17.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Purchasing Master Agreement in their entirety.

17.21. CAPTIONS & HEADINGS. The captions and headings in this Cooperative Purchasing Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Purchasing Master Agreement nor the meaning of any provisions hereof.

17.22. ELECTRONIC SIGNATURES. An electronic signature of this Cooperative Purchasing Master Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Purchasing Master Agreement or such other ancillary agreement for all purposes.

17.23. COUNTERPARTS. This Cooperative Purchasing Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Purchasing Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Purchasing Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**	**WATSON FURNITURE GROUP, INC.** **A WASHINGTON CORPORATION**
By: Elena McGrew Elena McGrew	By: _____ Quint Andrae
Its: Acting Statewide Enterprise Procurement Manager	Its: National Sales Manager

Exhibit A

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION**. During the Term of this Cooperative Purchasing Master Agreement, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. WORKERS' COMPENSATION INSURANCE. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

    c. EMPLOYERS' LIABILITY (STOP GAP) INSURANCE. Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

    The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING**. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED**. Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasing Entity (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Prior to execution of the Cooperative Purchasing Master Agreement, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Purchasing Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall

furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement**. All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Purchasing Master Agreement Insurance Certificate
Cooperative Purchasing Master Agreement No. 00318 – Public Safety Communications Products, Services and Solutions
Attn: Team Cypress
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Email: DESContractsTeamCypress@des.wa.gov

Note: For Email notice, the Email Subject line must state:
Cooperative Purchasing Master Agreement Insurance Certificate – Cooperative Purchasing Master Agreement No. 00318 – Public Safety Communications Products, Services and Solutions

5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchasing Entity. All insurance or self-insurance of the State of Washington and/or Purchasing Entity shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS**. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies will all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION**. Contractor waives all rights of subrogation against the State of Washington and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.

9. **EXTENDED REPORTING PERIOD**. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Purchasing Master Agreement.

PARTICIPATING ENTITY ADDENDUM
(MONROE COUNTY, FLORIDA)

ADDENDUM

(Federal Clauses Only)

The following clauses are added into the attached Agreement as if fully set forth therein:

Federal clauses. Recognizing that a portion of the funding for this Project comes from one or more federal awards as that term is defined in 2 C.F.R. § 200.38, the following provisions from 2 C.F.R. part 200 including Appendix II to part 200 apply to this Agreement:

☐	a) SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The County strongly encourages the use of women-, minority- and veteran-owned business enterprises (SBEs) and wishes to see a of 5% of the contract or subcontracts awarded pursuant to this RFP go to SBEs. Contractor shall provide good faith effort and associated documentation. Contractors may search for Florida registered SBEs at: http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd Any proposal submitted in which the vendor is certified as an SBE, or in which the vendor proposes to use subcontractors that are certified as SBEs, must submit proof of the registration or certification from a federal, state or local authority in order to receive credit for the use of the SBE.
☐	b) Audit of records. Contractor shall grant to the County, Florida Division of Emergency Management (FDEM), Federal Emergency Management Agency (FEMA), Florida Department of Transportation, the Federal Government, and any other duly authorized agencies of the State or Federal Government or the County where appropriate the right to inspect and review all books and records directly pertaining to the Contract resulting from this RFP for a period of five (5) years after final grant close-out by FEMA or DEM, or as required by applicable County, State and Federal law. Records shall be made available during normal working hours for this purpose. In the event that FEMA, DEM, or any other Federal or State agency, or the County, issues findings or rulings that the amounts charged by the Contractor, or any portions thereof, were ineligible or were non-allowable under federal or state Law or regulation, Contractor may appeal any such finding or ruling. If such appeal is unsuccessful, the Contractor shall agree that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall, within 30 days thereafter, issue a remittance to the County of any payments declared to be ineligible or non- allowable. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific Project activities.
☐	c) Federal Nondiscrimination Clauses. During the performance of this Agreement, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions,

	including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
☐	d) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will reports violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
☐	e) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
☐	f) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
☐	g) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
☐	h) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
☐	i) Procurement of recovered materials as set forth in 2 CFR § 200.322.
	j) Americans with Disabilities Act of 1990 (ADA) – The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

☐	k) The Contractor shall utilize the U.S. Department of Homeland Security's E- Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractors during the Contract term.
☐	l) No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
☐	m) Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
☐	n) Owner understands that the Owner is not a contracting agency as defined in 41 CFR §§ 60-1.3, 60-300.2, and 60-741.2, and therefore the Contractor is not required to abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).
☐	o) Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (a) procure or obtain, (b) extend or renew a contract to procure or obtain, or (c) enter into a contract to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or critical technology as part of any system. As used herein, the term "covered telecommunications equipment" means telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate). By entering into this agreement, both the County and the Contractor agree that it has complied with the provisions in 2 C.F.R. § 200.216.
☐	p) Domestic preference for procurements (2 C.F.R. § 200.322): As appropriate and to the extent consistent with law, the County should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
☐	q) (Applicable to construction contracts) (2 C.F.R. part 200 Appendix II): • Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

	• The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. • Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

LOBBYING AND CONFLICT OF INTEREST CLAUSE

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

ETHICS CLAUSE

" Watson Funiture Group "
(Company)

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

(Signature)

Date: 23 OCT 23

STATE OF: WA

COUNTY OF: Kitsap

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 10/23/2023 (date) by Clifton McKenzie (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

SARAH MATTHEW
Notary Public
State of Washington
Commission # 22031479
My Comm. Expires Sep 18, 2026
(SEAL)

NOTARY PUBLIC

My commission expires: 9/18/2026

DRUG-FREE WORKPLACE FORM

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

Watson Furniture Group

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

23OCT23

Date

STATE OF: WA

COUNTY OF: Kitsap

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 10/23/2023 (date) by Clifton McKenzie (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My commission expires: 9/18/2025

(SEAL)

SARAH MATTHEW
Notary Public
State of Washington
Commission # 22031479
My Comm. Expires Sep 18, 2026

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither Watson Furniture Group (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last thirty-six (36) months.

(Signature)

Date: 23 OCT 23

STATE OF: WA

COUNTY OF: Kitsap

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 10/23/2023 (date) by Clifton McKenzie (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

(SEAL)

My commission expires: 9/18/26

SARAH MATTHEW
Notary Public
State of Washington
Commission # 22031479
My Comm. Expires Sep 18, 2026

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Monroe County Sheriff's Office Console Furniture

Respondent Vendor Name: Watson Furniture Group

Vendor FEIN: 91-0836983

Vendor's Authorized Representative Name and Title: Clifton McKenzie, President

Address: 26246 Twelve Trees Ln NW

City: Poulsbo State: Washington Zip: 98370

Phone Number _____ Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

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

Certified By: C.K. McKenzie, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: Clifton McKenzie

Title: President

Note: The List are available at the following Department of Management Services Site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition,

the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

CLIFTON MCKENZIE, PRESIDENT — 23OCT23

Name and Title of Contractor's Authorized Official — Date

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- ☐ b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL,

DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project

(0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

ADDENDUM

(State and Local Clauses Only)

The following clauses are added into the attached Agreement as if fully set forth therein:

1. **Florida Public Records law (F.S. 119.0701).**

RECORDS- ACCESS AND AUDITS: Pursuant to F.S. 119.0701, Contractor and its subcontractors shall comply with all public records laws of the State of Florida, including but not limited to:

a. Keep and maintain public records required by Monroe County in order to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY, AT (305) 292-3470, bradley-brian@monroecounty-fl.gov, c/o Monroe County Attorney's Office, 1111 12th St., Suite 408, Key West FL 33040.

2. **F.S. 287.0582, F.S. and Monroe County Purchasing Policy (required for all contracts for purchases of services or goods > 1 year):** Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.

3. **Insurance Requirements (Monroe County Risk Manual):** The vendor is required to provide the following insurance coverage:

BUSINESS AUTOMOBILE LIABILITY
INSURANCE REQUIREMENTS

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

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

- $300,000 Combined Single Limit (CSL)

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

- $200,000 per Person
- $300,000 per Occurrence
- $200,000 Property Damage

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

Prior to or at time of execution of the agreement, the vendor shall provide a certificate of insurance evidencing current coverage in this amount. Therefore, the vendor shall provide updated certificates whenever the coverage is renewed.

4. **Public Entity Crime Statement (required for all procurement documents and contracts by F.S. 287.133 and Monroe County Purchasing Policy):** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. As

used herein, the term “convicted vendor list” means a list maintained by the Florida Department of Management Services, as defined in F.S. 287.133.

By entering in this Agreement, the vendor acknowledges that it has read the above and states that neither the vendor nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

5. **Ethics Clause (required for all contracts by Monroe County Ordinance No. 10-1990):** By entering in this Agreement, the vendor warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

6. **E-verify requirement (required by F.S. 448.095):** Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. By entering into this Agreement, the vendor certifies that it registers with and uses the E-Verify system. If the contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

7. **Scrutinized companies (F.S. 287.135):**
   a. **(Applies to contracts > $1 million):** This contract is terminable at the option of the awarding body if the vendor is found to have submitted a false certification as defined below, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as those terms are defined in F.S. 287.135, or been engaged in business operations in Cuba or Syria.
      i. False certification: At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods

or services of any amount, the company must certify that the company is not participating in a boycott of Israel. By entering into this agreement, the vendor certifies that the company complies with these requirements.

b. **(Applies to all contracts):** This contract is terminable at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined in F.S. 287.135 or is engaged in a boycott of Israel.

8. **Payment:** Invoices will be paid in accordance with the Florida Local Government Prompt Payment Act, F.S. 218.70 *et seq*. Invoices must be submitted to the Clerk with supporting documentation acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

Execution by the Contractor must be by a person with authority to bind the entity.

SIGNATURE OF THE PERSON EXECUTING THE DOCUMENT MUST BE NOTARIZED.

(SEAL)
Attest: Kevin Madok, Clerk

By:_____
As Deputy Clerk

Date_____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA PARTICIPATING ENTITY

By:_____
County Adminstrator

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
JOSEPH DIROVO
ASSISTANT COUNTY ATTORNEY
DATE: 10-18-2023

CONTRACTOR'S Witnesses Attest:

Contractor must provide two witnesses signatures

Signature:_____

Print Name: ARTHUR THOMAS

Date: 19 OCT 23

and

Signature:_____

Print Name: Nathaniel A. Nichols

Date: 19-OCT-23

CONTRACTOR: WATSON FURNITURE GROUP, INC

Signature:_____

Print Name: CLIFTON MCKENZIE

Title: PRESIDENT

Date: 19 OCT 23

STATE OF WA, COUNTY OF Kitsap

On this 19th day of October, 2023 before me, the undersigned notary public, by means of ☒ physical presence or ☐ online, personally appeared Clifton McKenzie, (name of affiant) known to me to be the person whose name is subscribed above or who produced_____as identification, and acknowledged that he/she is the person who executed the above contract with Monroe County for **WATSON FURNITURE GROUP, INC** for the purposes therein contained.

Notary Public_____

Print Name Sarah Matthew

My commission expires: 9/18/2026

(Seal)

SARAH MATTHEW
Notary Public
State of Washington
Commission # 22031479
My Comm. Expires Sep 18, 2026

ATTACHMENTS

ATTACHMENT
A

Monroe County Sheriff's Office

Project Location:	Marathon	FL 33050	**Watson Rep Firm:**	Watson Consoles	
Contact Name:	Charlene Sprinkle		**Watson Sales Rep:**	Quint Andrae	
Phone Number:	305-481-0617		**Phone Number:**	3603941300	
Email Address:	csprinkle@keysso.net				

Project Summary: (9) Mercury Pro 90"W Consoles

NASPO 00318 Pricing

90”W Pro Worksurface – Height-Adjustable with Depth Adjustment, NO Environmental Control, and with In-Dash Power
- In-Dash Power: 2 Power Outlets
Dual Tier Monitor Array – Height-Adjustable with Individually Adjustable Monitor Arms: 4 over 4
Technology Cabinet to Accommodate up to (4) Mid-Tower PCs and Technology Bridge Storage to Accommodate up to (3) Mid Tower PC’s
Personal Storage – Pencil Drawer/Open Shelf
Team Desk – 90”D x 30”W Worksurface with Grommet with Technology Cabinet to Accommodate up to (4) Full-Tower PC’s
Screens – 54”H Fabric with Clear Acrylic
Accessories – Grounding Bar, Status Light – Red / Yellow / Green, (2) Headset Mount, (2) Speaker Mount
Technology Ports Per Position: (8) USB-A Data I (1) Dual USB-A Charging I (8) 35mm Audio

Shared Storage - 8 Locker End Stacker Storage

Finishes: Zion B

Installation:

Type of Site – empty room
Pre-Installation Site Prep – none
Location – 1st floor
Prevailing Wage or Union – no

Quote Date: 10/12/2023 **Quote Expiration** 1/12/2024 **Quote Revision:** 09 **Watson Account Manager:** Kelsey Hoskins

TERMS AND CONDITIONS

Drawings and Floorplans

It is necessary that accurate room dimensions and features are provided to Watson for space planning and installation. Watson commits to providing product symbols that are correct in size. It is the responsibility of the customer to verify that the room dimensions and features provided to Watson are accurate prior to submitting a purchase order.

All purchase orders must be accompanied by the drawing and quote that has been approved for manufacture. Watson quotes are valid 90 days from the date of issue.

Purchase Orders and Order Acknowledgments

Purchase orders should be submitted via email to:
orders@watsonfg.com

All purchase orders must include the following information:

- Sold-to information including billing address and contact name with email and phone number
- Ship-to information including installation address and contact name with email and phone number
- Purchase order number
- Order total
- Final finish selections
- Approved final drawing and quote for manufacture (proposal and revision number must match across all pages)
- Requested delivery / installation date

Any omission may result in the delay of processing the order. All quotations, acknowledgments, and invoices are subject to corrections for errors or omissions.

All orders and subsequent change orders must be in writing. Watson will issue an acknowledgment of the order that includes estimated delivery date. The acknowledgment is the final agreement between Watson and the customer.

Order Cancellations and Changes

Acknowledged orders may not be changed or canceled, in whole or in part, without prior written consent of Watson.

Orders for which production has started may not be canceled. Orders that include non-standard products and non-standard finishes may not be canceled. In the event of cancellations prior to the start of production, for standard products, the customer will be liable for cancellation charges of 25% of the order total.

Any approved order change will require the customer to resubmit the approved final drawing and quote reflecting the requested change. An order change may affect the delivery date. Expenses incurred because of order changes will be charged to the customer.

Taxes

All sales, use, excise, and other applicable taxes are the purchaser's responsibility and will be invoiced to the purchaser. If purchaser claims an exemption from such taxes, it shall be the purchaser's responsibility to furnish an appropriate exemption certificate at the time the order is placed.

Payment Terms

Orders are invoiced at time of shipment. Standard payment terms are 50% due at time of order and 50% due before shipment.

When credit is extended for net thirty 30 days, payment is due within 30 days of shipment. Past due accounts will be charged the lesser of 1-1/2% per month or the highest rate permitted by law plus all collection costs, including reasonable attorney's fees and expenses.

Credit card payments are accepted up to $5,000. Payments above that amount can be made by check or ACH.

Freight

Freight will be quoted on a per project basis considering destination location, order size and weight as well as the current freight market. Watson Console freight terms are FOB destination to all 50 US States.

Charges incurred by Watson complying with non-standard shipment requests such as inside delivery, expediting, redelivery, weekend delivery, unpacking, straight trucks, specific driver requests or temporary holding will be invoiced to the purchaser. Risk of loss shall pass to purchaser at the time Watson places the product(s) in the possession of a common carrier or at the time of delivery to the purchaser in the case of delivery by Watson vehicles.

Freight Claim

We'll file the freight claim on your behalf. But to do that – we'll need your help.

FREIGHT DAMAGE: It is the customers responsibility to examine products upon receipt, note the damage or shortage on the bill of lading, and to notify Watson within 24 hours of delivery. Failure to provide notice within 24 hours constitutes acceptance of the product.

CONCEALED DAMAGE: Claims must be made by the customer in writing and with photographs within five (5) business days after delivery. Failure by the customer to make any concealed damage claim within five (5) business days constitutes acceptance of the product and a waiver of any apparent damages.

Storage

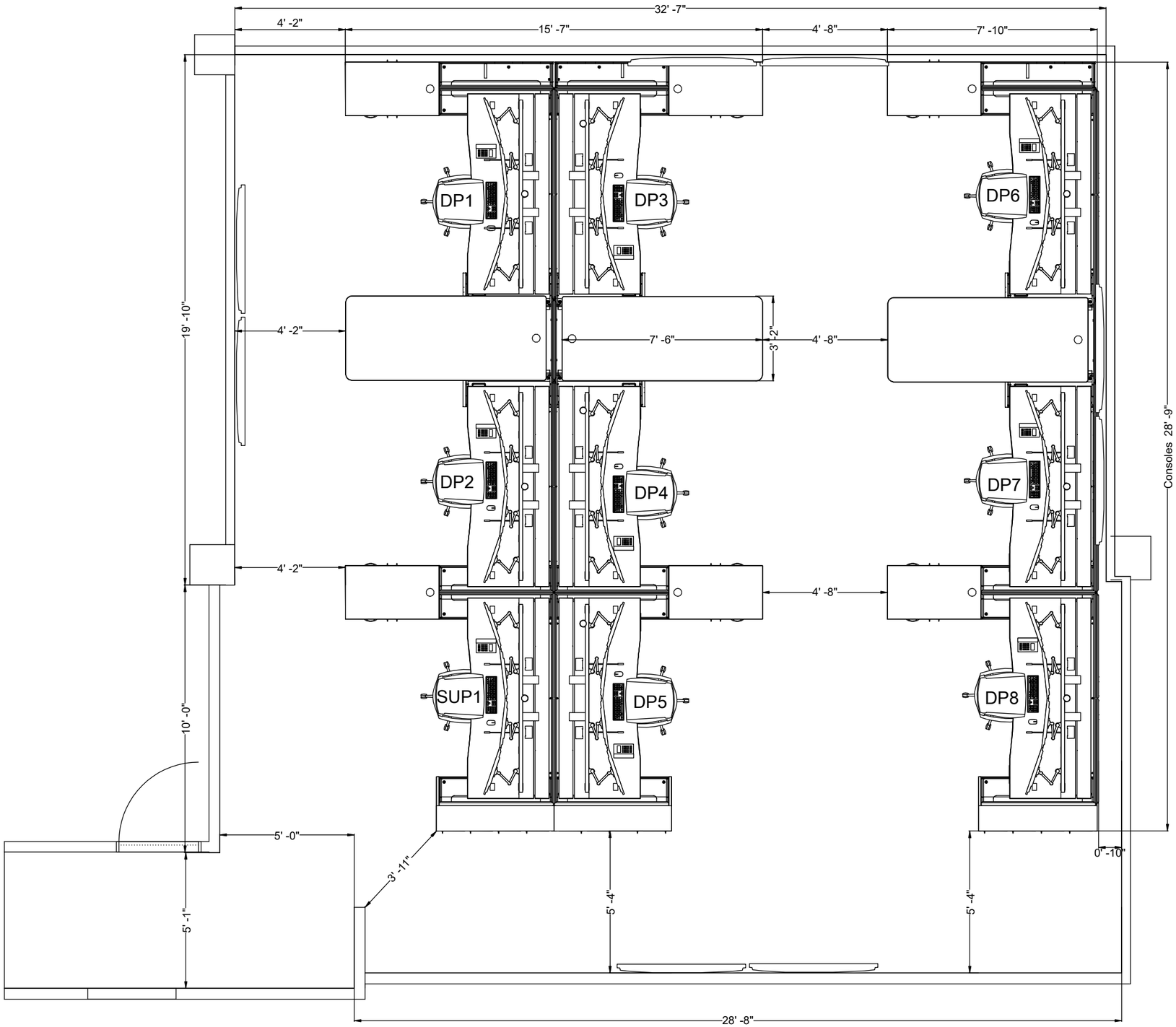
We understand that projects sometimes face unforeseen delays. If the request to move an order out is received more than 25 business days prior to the acknowledged ship date, we can likely accommodate that request without additional cost. If the request to move an order out is received less than 25 business days prior to the acknowledged ship date, customers may opt to contract storage with Watson for up to 30 days post-ship date. Watson charges a storage fee of $1 per day per $1,000 of the total order invoice. The minimum storage fee is $250. When storage occurs, we will consider that the product has been delivered to the customer for all purposes, and invoicing will occur. Costs for storage will be subsequently invoiced to the customer.

Force Majeure

Watson shall not be liable for any loss, damage, or delay resulting from forces beyond its reasonable control including fire, flood, strike or other labor difficulty, act of God, or due to any cause beyond its reasonable control. In the event of any such delay, delivery will be postponed by such length of time as may be reasonably necessary to accommodate for the delay.

Governing and Binding Terms

Watson's Terms and Conditions supersede provisions in a customer Agreement only to the extent that these terms are not covered by the customer Agreement.



watson consoles
26246 Twelve Trees Lane NW
Poulsbo, WA 98370
www.watsonconsoles.com 360.394.1300
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Project

Monroe County Sheriff's Office

Proposal 1

Quote Revision: 09
Quote Date: 10/12/2023
Drawn By: KH

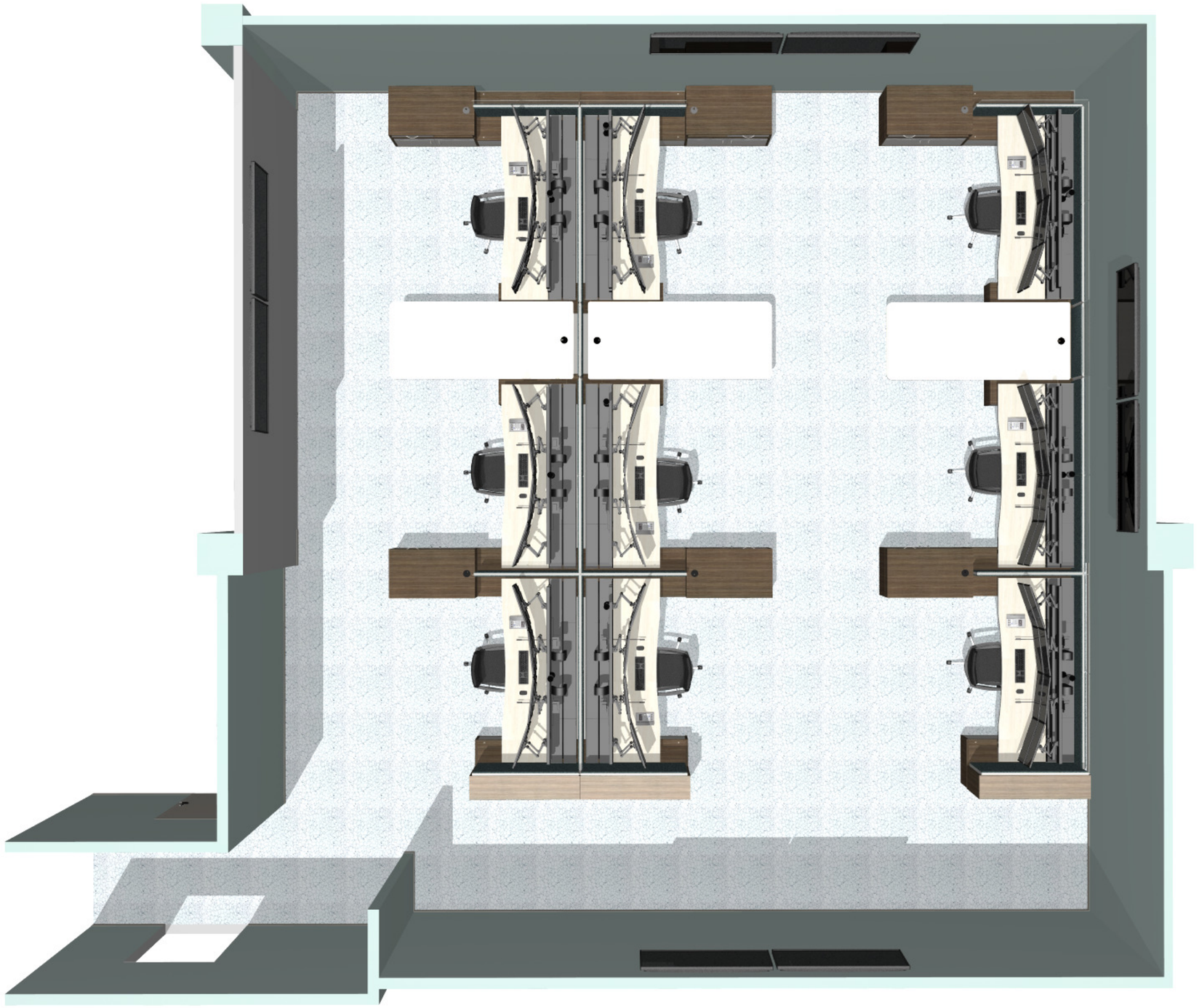
Watson Sales Rep

Quint Andrae

Watson Account Manager

Kelsey Hoskins

Full Room 2D
Verify Dimensions



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Project

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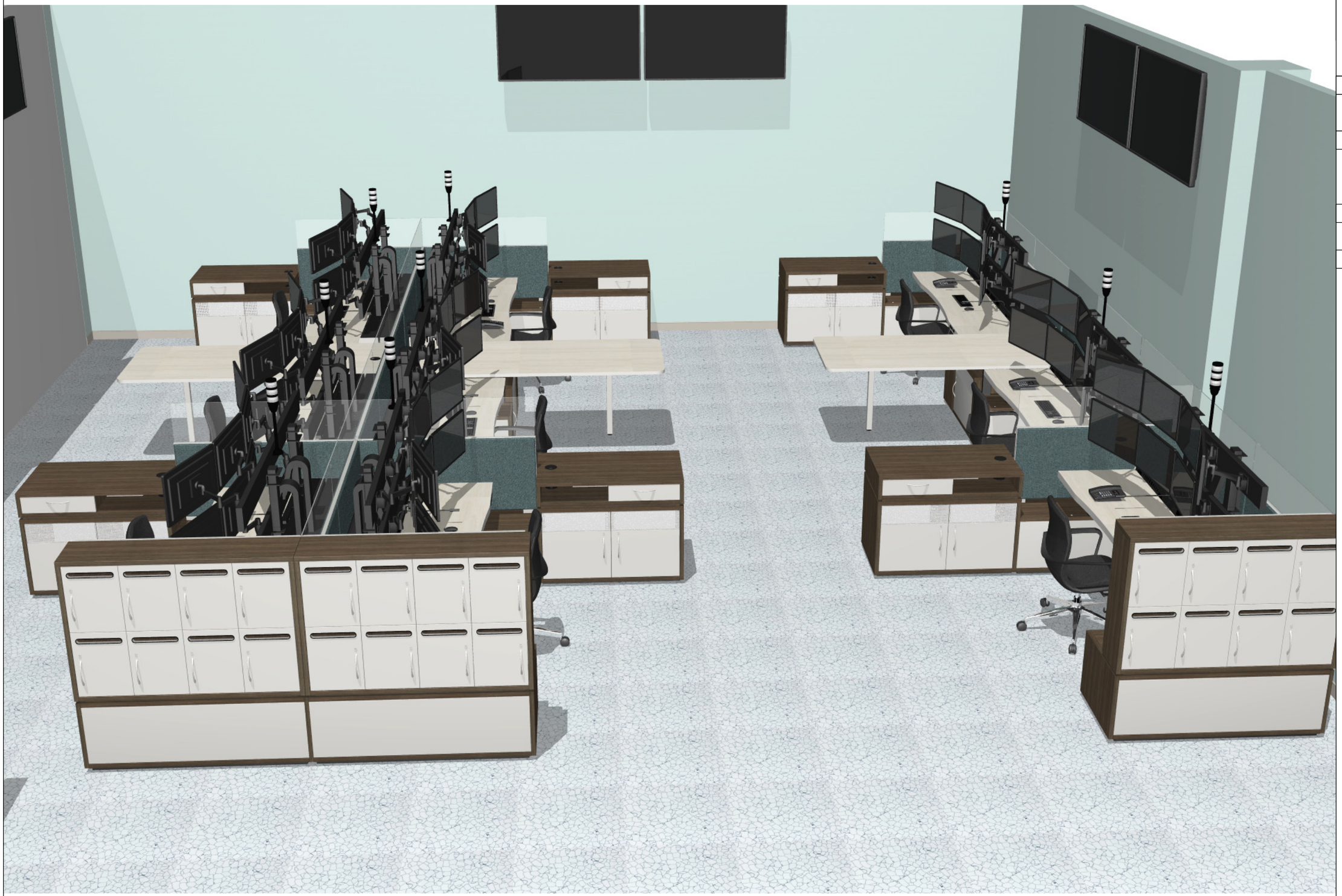
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Quint Andrae

Watson Account Manager

Kelsey Hoskins

Full Room 3D



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Full Room 3D



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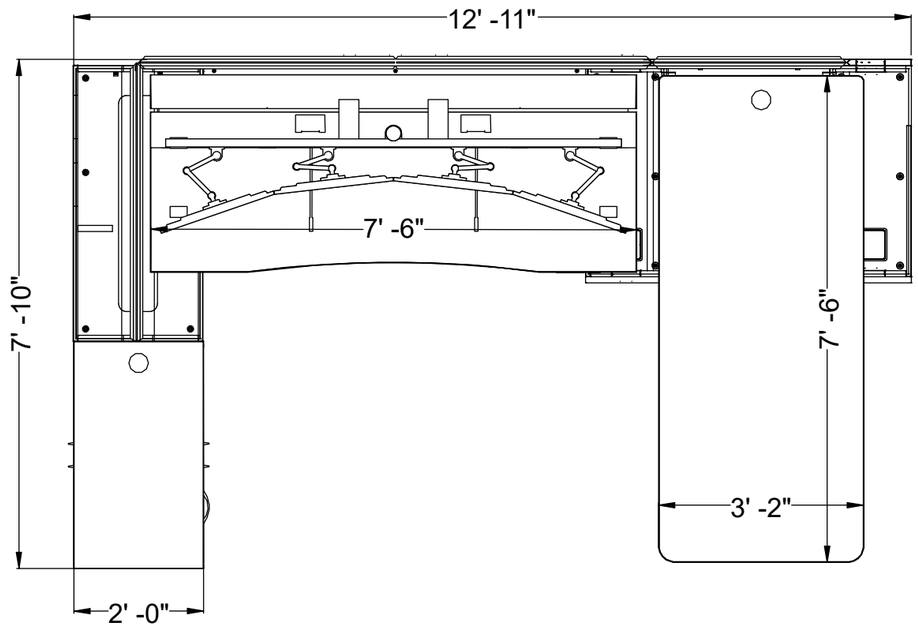
Watson Sales Rep

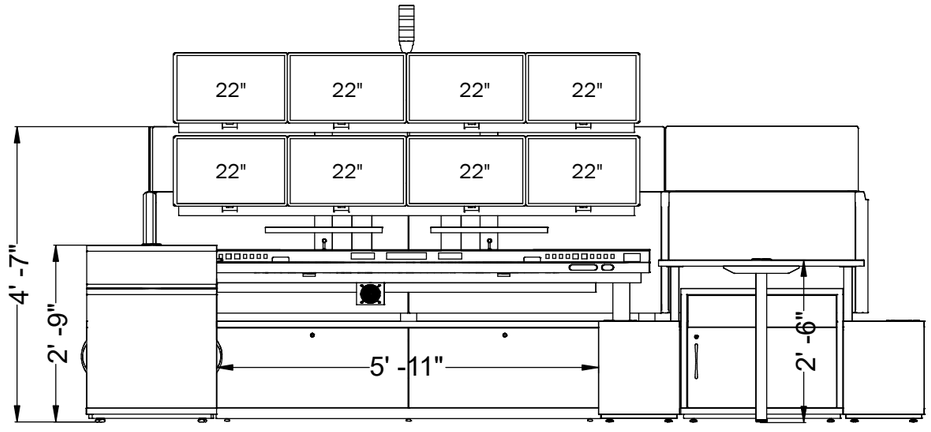
Quint Andrae

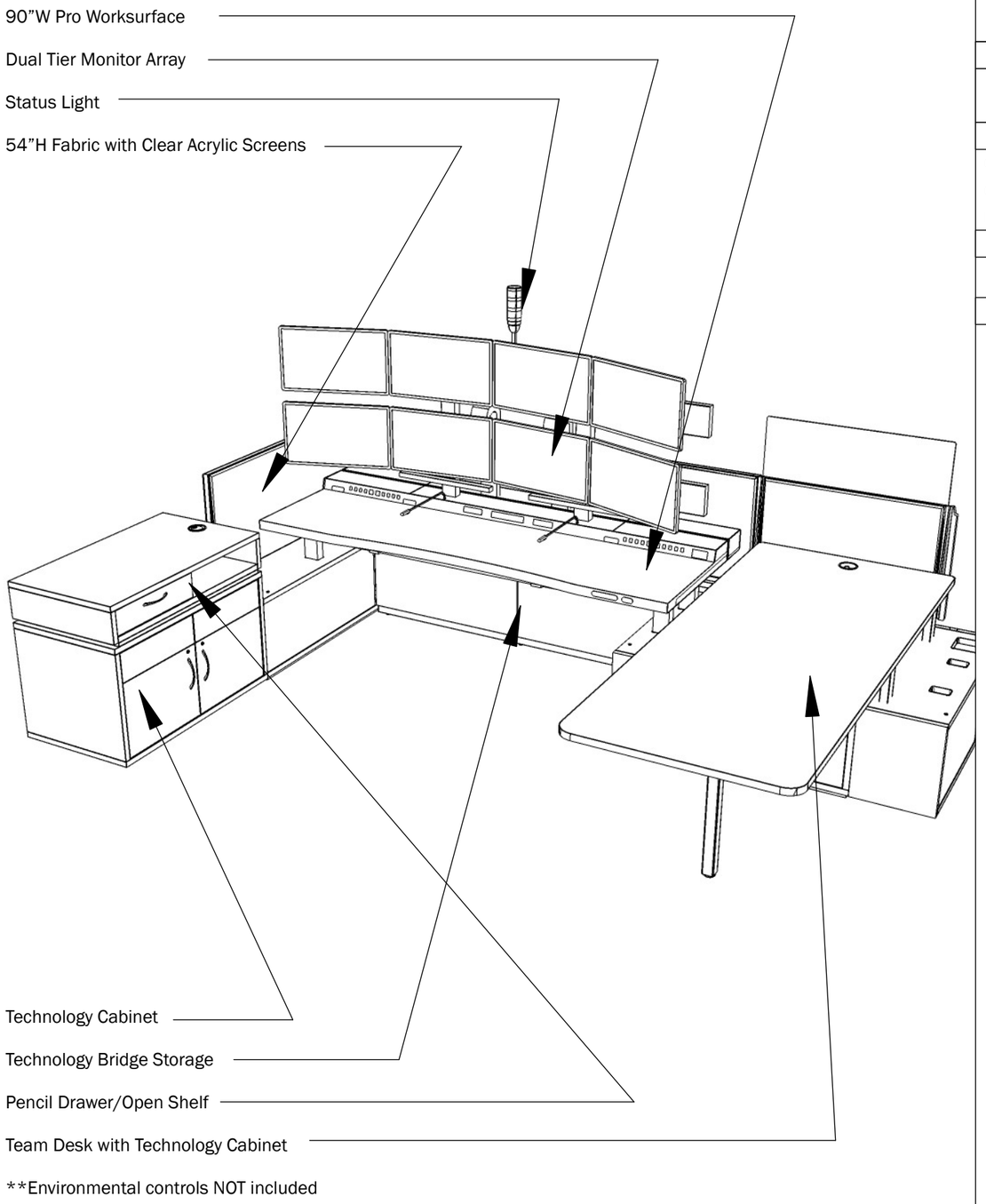
Watson Account Manager

Kelsey Hoskins

Full Room 3D







**Environmental controls NOT included

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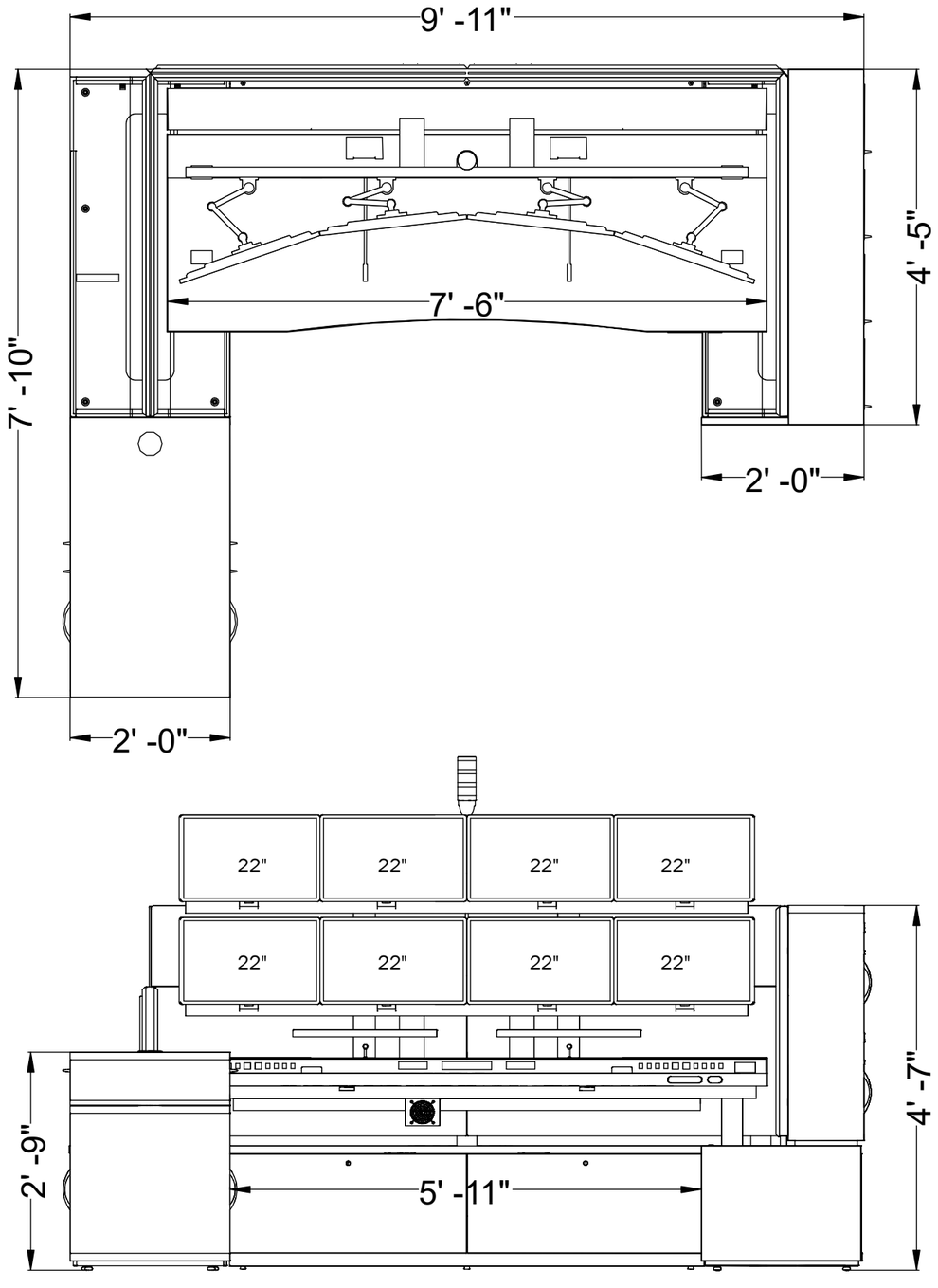
Watson Sales Rep

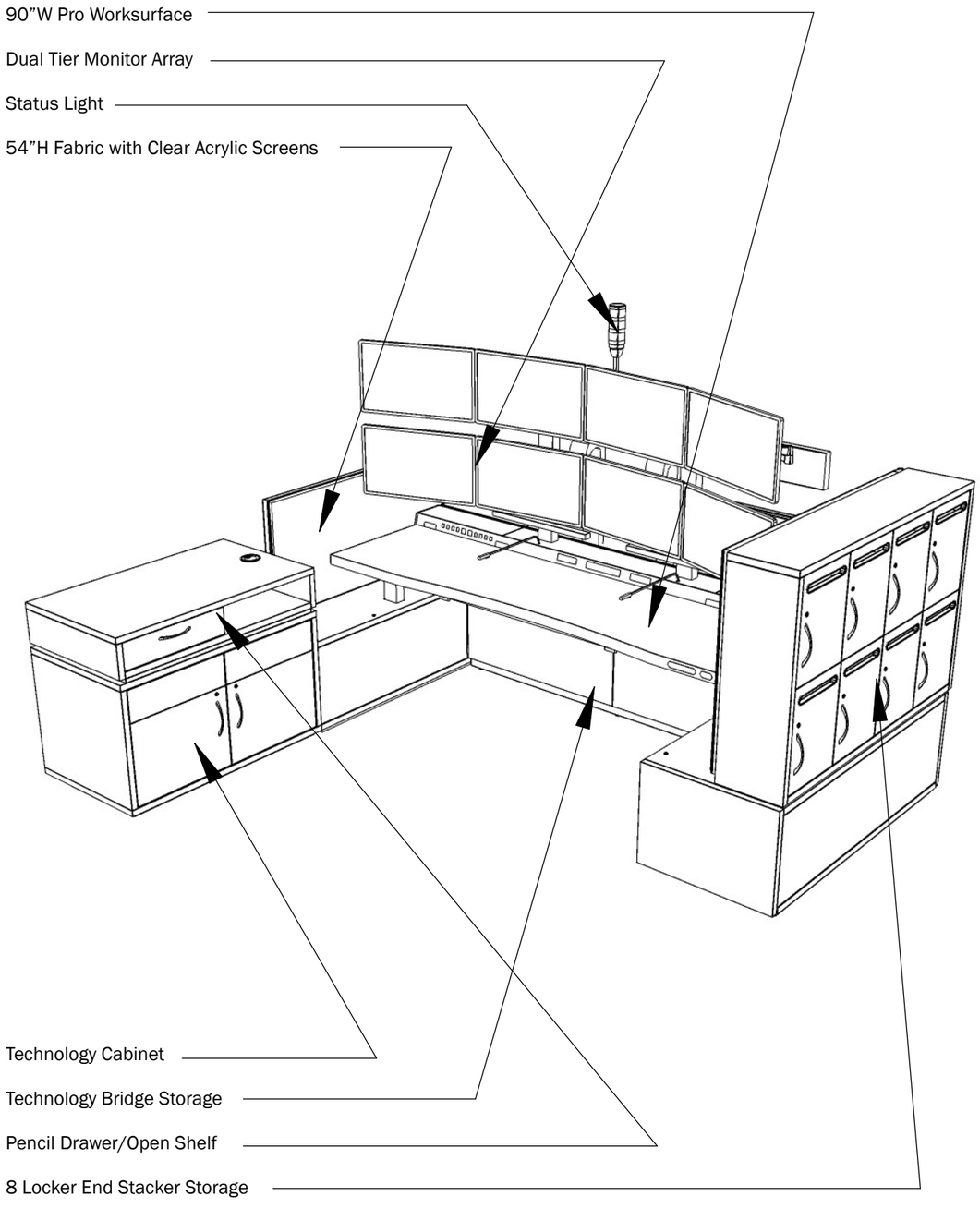
Quint Andrae

Watson Account Manager

Kelsey Hoskins

Typical 2D & 3D





**Environmental controls NOT included

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Quint Andrae

Watson Account Manager

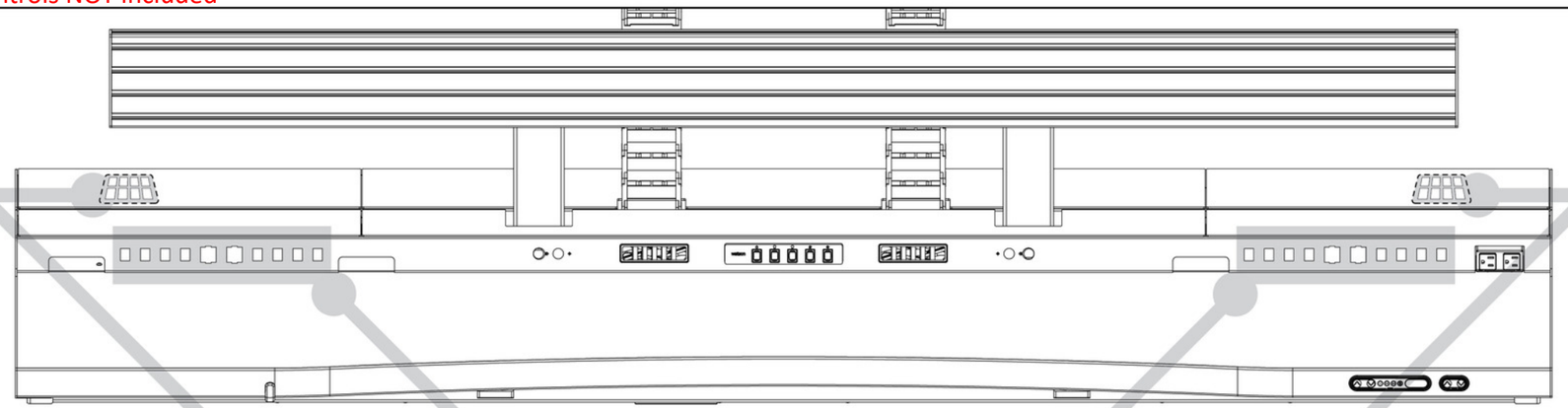
Kelsey Hoskins

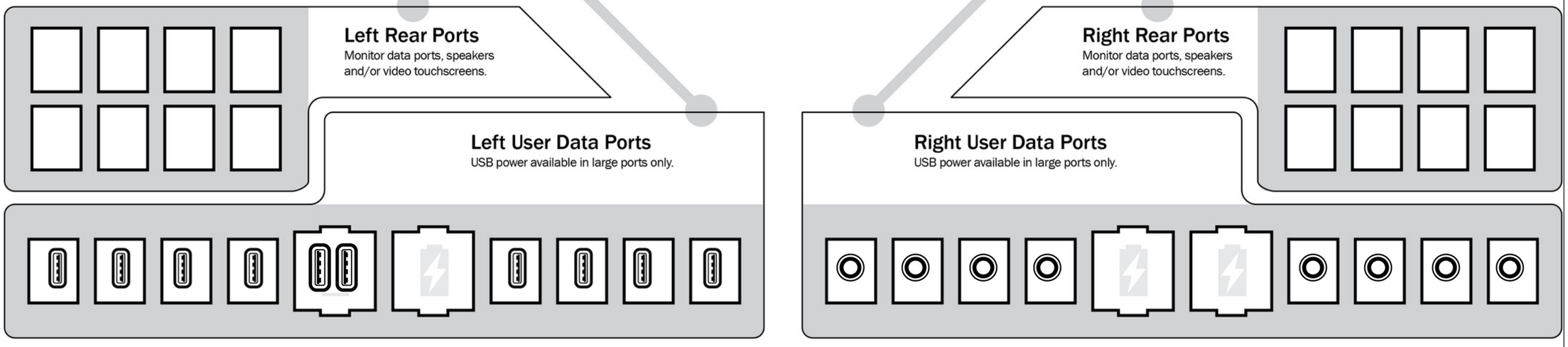
Typical 2D & 3D

Mercury Pro Dispatcher 1, 2, 6, 7, 8 and Supervisor 1

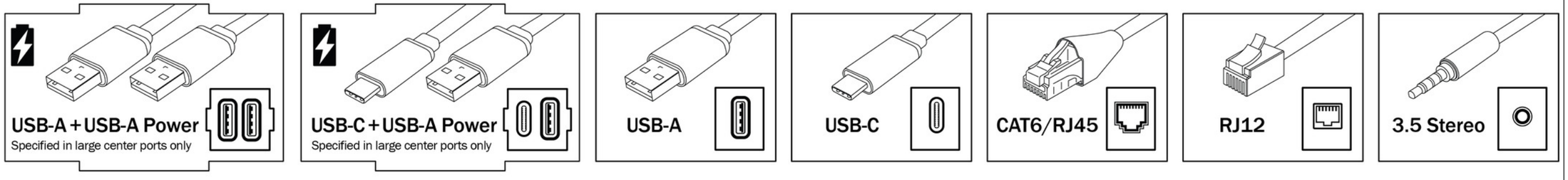
***Environmental controls NOT included

LEFT
Tech Cabinet
PC COUNT: 4





Data Port Types



Optional features may be shown.

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Project
Monroe County Sheriff's Office

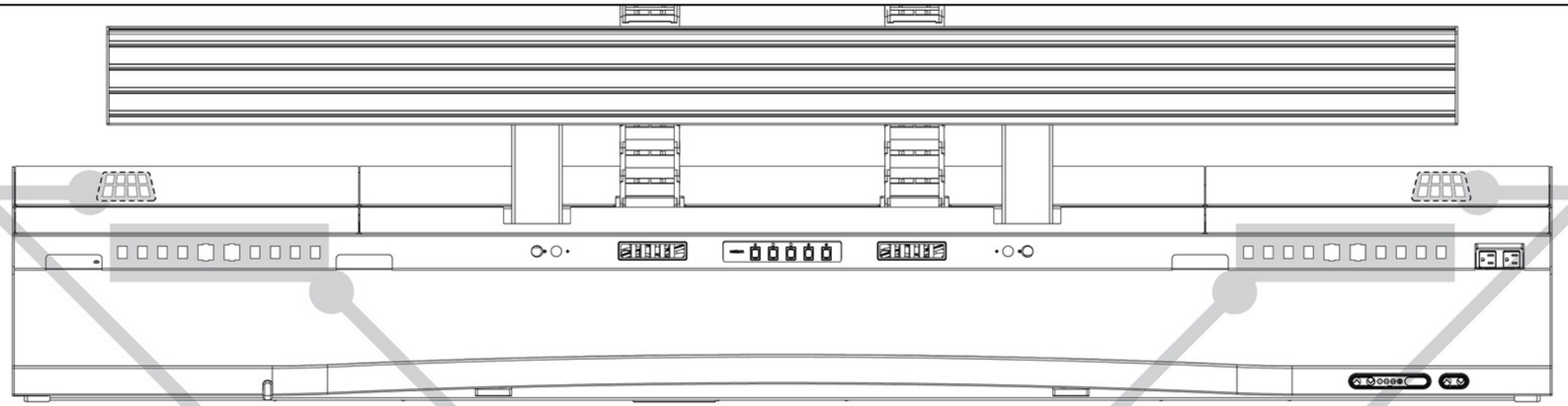
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Watson Sales Rep
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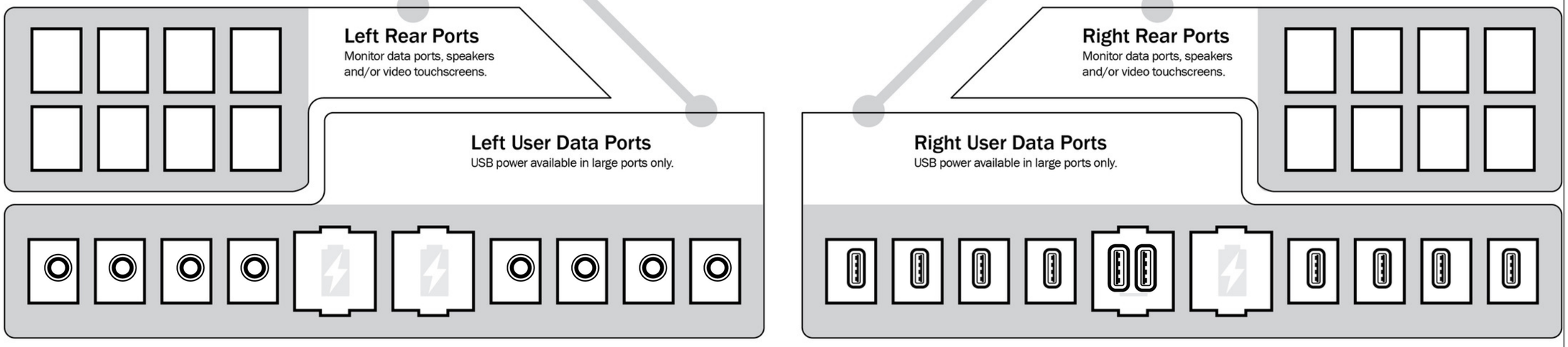
Watson Account Manager
Kelsey Hoskins

Mercury Pro Dispatcher 3, 4, 5

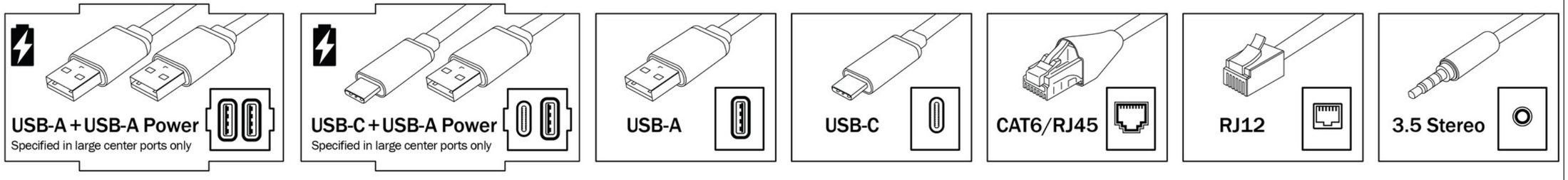
***Environmental controls NOT included



RIGHT
Tech Cabinet
PC COUNT: 4



Data Port Types



Optional features may be shown.

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Monroe County Sheriff's Office

Proposal 1

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Quote Date: 10/12/2023
Drawn By: KH

Watson Sales Rep

Quint Andrae

Watson Account Manager

Kelsey Hoskins

Proposal 1

Project: Monroe County Sheriff's Office

Sold to
Company name: Monroe County Sheriff's Office
Contact Person: Charlene Sprinkle
Contact Phone: 305-481-0617
Contact Fax:

Distributor
Company name: Watson Consoles
Salesperson: Quint Andrae
Salesperson Phone: 3603941300
Salesperson Fax: 2533481887

watson
26246 Twelve Trees Lane NW Poulsbo, WA 98370
360.394.1300 watsonfurniture.com

#	Qty	Part Number	Description	Sell	Ext. Sell
Main 01					
1	3	HD6H245118C	MERCURY PRO HUB, 24"D x 51"W x 18H", CENTER	$3,663.00	$10,989.00
2	2	HD6H245118L-G	MERCURY PRO HUB, 24"D x 51"W x 18H", LEFT HAND, WITH GROMMET	$2,279.25	$4,558.50
3	1	HD6H245118L-N	MERCURY PRO HUB, 24"D x 51"W x 18H", LEFT HAND, NO GROMMET	$2,254.50	$2,254.50
4	1	HD6H245118R-G	MERCURY PRO HUB, 24"D x 51"W x 18H", RIGHT HAND, WITH GROMMET	$2,279.25	$2,279.25
5	2	HD6H245118R-N	MERCURY PRO HUB, 24"D x 51"W x 18H", RIGHT HAND, NO GROMMET	$2,254.50	$4,509.00
6	9	HD6W3690D	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 90"W x 24-50"H, WITH CONTOUR EDGE, DUAL TIER ARRAY	$4,086.00	$36,774.00
7	3	HG6TD90	MERCURY TECH BRIDGE, DOUBLE SIDED 23" D X 18"H, FOR A 90"W CONSOLE	$1,273.50	$3,820.50
8	3	HG6TS90G	MERCURY TECH BRIDGE, SINGLE SIDED 12" D X 18"H, FOR A 90"W CONSOLE, WITH GROMMET	$717.75	$2,153.25
9	18	HGA	MERCURY ARRAY	$1,273.50	$22,923.00
10	2	HGBS2418D-C	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, CENTER	$77.85	$155.70
11	2	HGBS2418D-L	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, LEFT HAND	$77.85	$155.70
12	2	HGBS2418D-R	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, RIGHT HAND	$77.85	$155.70
13	3	HGMPOB24428	MERCURY TEAM PALLET, OPEN BOX, 24"D x 42"W x 8"H	$783.00	$2,349.00
14	2	HGPPOB24428L	MERCURY PERSONAL PALLET, OPEN BOX, 24"D x 42"W x 8"H, LEFT HAND	$567.00	$1,134.00
15	1	HGPPOB24428R	MERCURY PERSONAL PALLET, OPEN BOX, 24"D x 42"W x 8"H, RIGHT HAND	$567.00	$567.00
16	1	HGSOCBKT42L	MERCURY OUTSIDE CORNER BRACKET, 42"H	$29.25	$29.25
17	1	HGSOCBKT54-42L	MERCURY SCREEN TRIM, 54 - 42 H, SINGLE END LH	$54.00	$54.00
18	6	HGSR5154FAC	MERCURY RETURN SCREEN, 51"W x 54"H, FABRIC AND 12" CLEAR ACRYLIC	$783.00	$4,698.00
19	1	HGSRE5154F	MERCURY RETURN SCREEN, SINGLE FABRIC PANEL, 51"W x 54"H	$436.50	$436.50
20	2	HGSRE5154F	MERCURY RETURN SCREEN, SINGLE FABRIC PANEL, 51"W x 54"H	$436.50	$873.00
21	6	HGSS9054FAC	MERCURY SPINE SCREEN, 90"W x 54"H, FABRIC AND 12" CLEAR ACRYLIC	$1,296.00	$7,776.00
22	2	HGSWIBKT42	MERCURY WINGED BRACKET, 42"H	$24.30	$48.60
23	1	HGSWIBKT54	MERCURY WINGED BRACKET, 54"H	$24.30	$24.30
24	2	HGTB244224L	MERCURY TECHNOLOGY BASE, 24"D x 42"W x 24"H, LEFT HAND	$1,602.00	$3,204.00
25	2	HGTB244224L	MERCURY TECHNOLOGY BASE, 24"D x 42"W x 24"H, LEFT HAND	$1,795.50	$3,591.00
26	1	HGTB244224R	MERCURY TECHNOLOGY BASE, 24"D x 42"W x 24"H, RIGHT HAND	$1,602.00	$1,602.00
27	1	HGTB244224R	MERCURY TECHNOLOGY BASE, 24"D x 42"W x 24"H, RIGHT HAND	$1,795.50	$1,795.50
28	2	HGTD2SCR3054FAC	MERCURY TEAM DESK SPINE SCREEN, FABRIC AND CLEAR ACRYLIC , 30"W X 54"H, FOR A TEAM DESK, CENTER	$562.50	$1,125.00
29	3	HGTD2STRT30	MERCURY TEAM DESK STORAGE BASE TECH , FOR A 30W TEAM DESK	$765.00	$2,295.00
30	1	HGTDBRDGDS30-C	MERCURY TEAM DESK DUAL STORAGE BRIDGE, FOR A 30W TEAM DESK, CENTER	$607.50	$607.50
31	1	HGTDBRDGSS30-C	MERCURY TEAM DESK SINGLE STORAGE BRIDGE, FOR A 30W TEAM DESK, CENTER	$272.25	$272.25
32	3	HGTDLHUBP	MERCURY TEAM DESK LEFT HUB PRO, FOR A TEAM DESK	$1,395.00	$4,185.00
33	3	HGTDRHUBP	MERCURY TEAM DESK RIGHT HUB PRO, FOR A TEAM DESK	$1,395.00	$4,185.00
34	3	HHC2418	MERCURY HUB COVER, 24"D x 18"H	$44.10	$132.30

Proposal 1

Project: Monroe County Sheriff's Office

Sold to
Company name: Monroe County Sheriff's Office
Contact Person: Charlene Sprinkle
Contact Phone: 305-481-0617
Contact Fax:

Distributor
Company name: Watson Consoles
Salesperson: Quint Andrae
Salesperson Phone: 3603941300
Salesperson Fax: 2533481887

watson
26246 Twelve Trees Lane NW Poulsbo, WA 98370
360.394.1300 watsonfurniture.com

#	Qty	Part Number	Description	Sell	Ext. Sell
35	1	S21-1001-8L5154DL	MODIFIED HGESS - MERCURY END STACKER STORAGE, *8 DOOR LOCKER*, 11.375"D X 51"W X 54"H, LEFT HAND, DUAL, *WITH JOTA PULLS*	$1,723.50	$1,723.50
36	1	S21-1001-8L5154DR	MODIFIED HGESS - MERCURY END STACKER STORAGE, *8 DOOR LOCKER*, 11.375"D X 51"W X 54"H, RIGHT HAND, DUAL, *WITH JOTA PULLS*	$1,723.50	$1,723.50
37	1	S21-1002-8L5154SR	MODIFIED HGESS - MERCURY END STACKER STORAGE, *8 DOOR LOCKER*, 11.375"D X 51"W X 54"H, RIGHT HAND, SINGLE, *WITH JOTA PULLS*	$1,723.50	$1,723.50
38	3	S21-1135-9030	MODIFIED HGTD2SRF - MERCURY TEAM DESK SURFACE, BULLET TOP FOR A TEAM DESK, *90"D (EXACT DEPTH)* x 30"W x 31.5"H, ROUNDED CORNERS, CENTER	$1,066.50	$3,199.50
39	9	TXX4X6GROUND	MERCURY, GROUND BAR KIT 4" X 6"	$103.50	$931.50
40	18	TXXSPKBKT	SPEAKER BRACKET, ARRAY MOUNT	$24.30	$437.40
41	9	TXXSTATUS-3LPS	STATUS LIGHT R/Y/G WITH POWER SUPPLY	$850.50	$7,654.50
42	18	TXXTECHAUDBKT	HEADSET JACK MOUNT BKT, BLACK	$54.00	$972.00
43	72	TXXTECHAUDIO25	TECH LINK, 3.5MM STEREO AUDIO JACK, BLACK, 25' CORD	$24.30	$1,749.60
44	9	TXXTECHUSB-CHRG	TECH LINK, DUAL USB A, BLACK	$99.00	$891.00
45	72	TXXTECHUSB15	TECH LINK, SINGLE USB A, DATA, BLACK, 15' CORD	$29.25	$2,106.00
46	1	WAKEY-STD	MASTER KEY, STANDARD LOCK (082000)	$22.50	$22.50
				Total Main 01	**$154,846.80**

Product Subtotal	**$154,846.80**
Watson Installation	$27,555.00
Freight	$16,250.00
Grand Total	**$198,651.80**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2023

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

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

PRODUCER WA#877030 1-206-343-2323 AssuredPartners of Washington, LLC AssuredPartners of Wash. Ins. Agency, LLC CA Lic 0K61066 1325 Fourth Avenue, Suite 2100 Seattle, WA 98101	CONTACT NAME: Matt Benoit PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: matt.benoit@assuredpartners.com INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ALASKA NATL INS CO — 38733 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Watson Furniture Group, Inc. 26246 Twelve Trees Lane NW Poulsbo, WA 98370	

COVERAGES **CERTIFICATE NUMBER:** 69917934 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Stop Gap - WA GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			23IPS12289 APPROVED BY RISK MANAGEMENT BY DATE 10/24/2023 WAIVER N/A___YES___	09/01/23	09/01/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		23IAS12289	09/01/23	09/01/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			23ILU12289	09/01/23	09/01/24	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

The Certificate Holder The Monroe County Board of County Commissioners is Additional Insured on all policies issued to satisfy the contract requirements.

CERTIFICATE HOLDER

The Monroe County Board of County Commissioners

,

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David W Bacio

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Alaska National
INSURANCE COMPANY

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS** in the Business Auto Coverage Form.

The coverages provided by this endorsement apply per "accident" and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy, to which it is attached.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include:

d. Any "employee" of yours while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

e. Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of "autos" covered by this policy. If such person or organization has other insurance then this insurance is primary to and we will not seek contribution from the other insurance.

SECTION IV – Business Auto Conditions, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us is amended to include:

5. Transfer of Rights of Recovery Against Others to Us

This condition does not apply to any person(s) or organization(s) to the extent that subrogation against that person or organization is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (2) – **Supplementary Payments** is replaced by the following:

(2) Up to $10,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (4) – **Supplementary Payments** is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.c. – **Voluntary Property Damage** is added as follows:

c. Voluntary Property Damage

At your written request, we may make a voluntary payment for Property Damage caused by an "insured", but without liability to a third party, up to $25,000. We will not make a Voluntary Property Damage payment to anyone who is an "insured" under this policy.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.2. – **Towing** is replaced by the following:

Towing

We will pay up to $500 for towing and labor costs incurred each time a covered "auto" that is a:

a. Private passenger;

b. Truck;

c. Pick-up truck;

d. Panel ; or

e. Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight is disabled. However, the labor must be performed at place of disablement.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.3. – **Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles** is replaced by the following:

Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles

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

a. Glass Breakage;

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

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

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

Glass Repair – Waiver of Deductible

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

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.a. – **Transportation Expenses** is replaced by the following:

a. Transportation Expenses

We will pay up to $200 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that is a:

(1) Private passenger;

(2) Truck;

(3) Pick-up truck;

(4) Panel; or

(5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.b. – **Loss of Use Expenses** is replaced by the following:

b. Loss of Use Expenses – Hired, Rented, or Borrowed Automobiles

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

(1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the vehicle withdrawn from service.

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the vehicle withdrawn from service.

(3) Collision only if the Declarations indicate that Collision Coverage is provided for the vehicle withdrawn from service.

However, the most we will pay for any expenses for loss of use is $200 per day, to a maximum of $1,500.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.c. – **Non-Transportation Loss of Use Expenses** is added as follows:

c. Non-Transportation Loss of Use Expenses

We will pay up to $2,000 for non-transportation expense incurred by you, because of "loss" to a covered "auto", if caused by:

(1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the "auto" withdrawn from service;

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the "auto" withdrawn from service; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for the "auto" withdrawn from service.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.d. – **Airbag Coverage** is added as follows:

d. Airbag Coverage

We will pay for the cost to repair, replace, or reset an airbag that inflates for any reason other than as a result of a collision, if the Declarations indicate that the covered "auto" has Comprehensive Coverage or Specified Causes of Loss Coverage.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.e. – **Rental Reimbursement Coverage** is added as follows:

e. Rental Reimbursement Coverage

We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto" that is a:

(1) Private Passenger;

(2) Truck;

(3) Pick-up truck;

(4) Panel; or

(5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

(1) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto".

(b) 30 days.

(2) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(3) The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Rental Reimbursement Coverage Form CA 99 23.

SECTION IV – BUSINESS AUTO CONDITIONS – Paragraph B.2. – Concealment, Misrepresentation Or Fraud is amended by adding **Unintentional Failure to Disclose Hazards** at the end of Paragraph B.2. as follows:

Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

SECTION IV – BUSINESS AUTO CONDITIONS – Paragraph B.5.b. – **Other Insurance** is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent, or borrow; and

(2) Any covered "auto"" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

SECTION V – DEFINITIONS – Paragraph C. – **"Bodily injury"** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective Policy No.

Insured Endorsement No. 5

Countersigned By _____

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Alaska National
INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS** in the Commercial General Liability Coverage Form.

The coverages provided by this endorsement apply per “occurrence” and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy, to which it is attached.

NON-OWNED WATERCRAFT AMENDMENT

A. If endorsement **CG 21 09, CG 21 10, CG 24 50**, or **CG 24 51** is attached to the policy, Paragraph **A. 2. g. (2) (b)** is replaced by the following:

(b) A watercraft that you do not own that is:

(i) Less than 50 feet long: and

(ii) Not being used to carry persons or property for a charge.

B. If Paragraph **A**. does not apply, Paragraph **g. (2)** of **2. EXCLUSION** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

(2) A watercraft that you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1.b. is replaced by the following:

b. Up to $10,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED, paragraph 2.e. is added as follows:

e. Any person(s) or organization(s) (referred to throughout this coverage form as vendor) for whom you have agreed in writing to provide insurance such as is afforded by this coverage form but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

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

The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d.** or **f.;** or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

SECTION II – WHO IS AN INSURED, paragraph 2.f. is added as follows:

f. Any person(s) or organization(s) for whom you have agreed in writing to provide insurance as is afforded by this coverage form but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you by such person(s) or organization(s).

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person(s) or organization(s).

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) The coverage to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

SECTION III – LIMITS OF INSURANCE, Paragraph **6.** Is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage **A** for damages because or "property damage" to any one premises is the Limit shown in the Declarations or $500,000, whichever is greater.

SECTION III – LIMITS OF INSURANCE, Paragraph **7.** Is replaced by the following:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person is the Limit shown in the Declarations or $15,000, whichever is greater.

SECTION III – LIMITS OF INSURANCE, the following is added:

With respect to the insurance afforded to the insureds described in Paragraphs **2.e.** and **2.f.** of **Section II – Who Is An Insured**, if coverage provided to such insured is required by a contract or agreement, the most we will pay on behalf of such insured is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Paragraph **4.** – **Other Insurance** is amended to add:

d. Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

This Paragraph **d.** supersedes any provision to the contrary in Paragraphs **a.** through **c.** above.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Paragraph **6.** – **Representations** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information you provided to us which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable laws and regulations.

Alaska National
INSURANCE COMPANY

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – is amended to add Paragraph **10**.

10. Blanket Waiver of Transfer of Rights of Recovery Against Others

We waive any right of recovery we may have against any person or organization as required in a written contract because of payments we make for injury or damage arising out of "your work" done under a written contract.

The waiver applies only to the person or organization required by written contract and then only if the contract requires you to obtain this agreement from us.

SECTION V – DEFINITIONS – Paragraph **3.** – **"Bodily Injury"** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective Policy No.

Insured Endorsement No. 16

Countersigned By _____

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F13
2023-1463

BULK ITEM: Yes

DEPARTMENT: Project Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Cary Knight

AGENDA ITEM WORDING: Approval of a Fourth Amendment in the amount of $53,129.00 to the contract with Bender & Associates to provide A&E services for the HMGP Wind Retrofit project. This amendment adds additional services for the permit requirements. Funding provided by FDEM-HMGP grant (75%) and Local Match (25%). County portion will be paid by one cent infrastructure sales surtax.

ITEM BACKGROUND:

Additional services were identified for the permit requirements confirmed by the Chief Building Officials of Monroe County, the City of Key West, the City of Marathon and the Village of Islamorada. These Roof Application Standards (RAS), Testing Application Standards (TAS), Drainage Surveys and Asbestos Surveys are required engineering and physical testing to secure a roofing permit.

The Florida Division of Emergency Management (FDEM), Mitigation Bureau, Hazard Mitigation Grant Program has awarded Phase I funding for design and engineering and permitting prior to Phase II approval for construction. The overall project consists of protecting all exterior openings of ten (10) Monroe County facilities with impact resistant windows and doors and retrofitting the existing roof in now nine (9) of the ten (10) facilities. The project intends to protect the integrity of the building envelopes and reduce potential damage from future wind events.

The project is funded by a FDEM-HMGP grant with a 25% Local Match.

PREVIOUS RELEVANT BOCC ACTION:
9/20/23 - Approval of a Third Amendment with Bender to add roof replacement designs to two additional building.
3/22/23 – Approval of a Second Amendment with Bender to add scope to include the Clock Tower at

the historic courthouse at Jackson Square

3/22/23 – Approval of a First Amendment with Bender & Associates to add testing & estimating services

8/17/22 – Approval of a Contract with Bender & Associates

5/18/22 – Approval to negotiate a Contract with Bender & Associates

3/16/22 – Approval of Mod #1 to update the period of performance date

5/18/22 – Approval to negotiate A&E services with Bender

12/8/21 – Approval of grant agreement

12/8/21 – Approval to advertise RFQ for A&E services

CONTRACT/AGREEMENT CHANGES:
This Amendment adds additional services for permit requirements.

STAFF RECOMMENDATION: Approve

DOCUMENTATION:

COI_Bender_exp. 2.10.24.pdf
Amendment #4- AE Service Wind Retrofit Bender_ signed by Bender.pdf
Amend #3- AE Services (Wind Retrofit of County Buildings) Bender Associates signed by Bender.pdf

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FINANCIAL IMPACT:

Effective Date: 11/8/2023

Expiration Date: TBD

Total Dollar Value of Contract: $1,636,349.00

Total Cost to County: $409,087.25

Current Year Portion: The $53,129.00 added by this amendment will occur in FY24 (County)

Budgeted: Yes

Source of Funds: CC_22578 (Grant + Cap) and CC_24010 (Capital)

FDEM-HMGP grant (75%) and Local Match (25%). County portion will be paid by one cent infrastructure sales surtax.

CPI: N/A

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts: N/A

Revenue Producing: N/A **If yes, amount:**

Grant: Yes - FDEM-HMGP grant (75%)

County Match: Yes - 25%

Insurance Required: Yes. COI is attached.

Additional Details:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2023

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

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

PRODUCER Collinsworth Ins & Risk Mgmt Services In P.O. Box 661628 Miami Springs FL 33266	CONTACT NAME: Erinn E Collinsworth PHONE (A/C, No, Ext): (786) 930-4795 FAX (A/C, No): (786) 930-4794 E-MAIL ADDRESS: erinn@collinsworthinsurance.com
INSURED (305) 296-1347 Bender & Associates Architects, P.A. 410 Angela Street Key West FL 33040	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Phoenix Insurance Company — 25623 INSURER B : Travelers Cas & Surety Co — 19038 INSURER C : Travelers Property Casualty of — 25674 INSURER D : Liberty Insurance Underwriters — 19917 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 17645 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		660-8178X318	02/10/2023	02/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		660-8178X318	02/10/2023	02/10/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-4K489840	02/10/2023	02/10/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-0K197735	02/10/2023	02/10/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Claims Made Basis			AEXNYAB62TB003	02/10/2023	02/10/2024	Each Claim Policy Aggregate	$ 2,000,000 $ 3,000,000

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

If required by written contract, Monroe County Board of County Commissioners is an additional insured, excluding professional services, on the General & Auto Liability.

APPROVED BY RISK MANAGEMENT
BY
DATE 2.14.23
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
Attn: Project Manager
1100 Simonton St.,
Room 2216
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Erinn E. Collinsworth

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FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR FACILITY ASSESSMENT AND DESIGN OF WIND-RETROFITS AT 10 COUNTY BUILDINGS BETWEEN MONROE COUNTY AND BENDER & ASSOCIATES ARCHITECTS, P.A.

This Fourth Amendment to the Agreement for Professional Architectural and Engineering Services dated August 17, 2022, ("Agreement") is made and entered into this **8th day of November 2023**, by and between Monroe County ("County") and Bender & Associates Architects, P.A. ("Consultant"), in order to amend the Agreement as follows:

WHEREAS, the parties entered into an Agreement on August 17, 2022, for the Consultant to provide professional architectural and engineering services for the facility assessment and design of wind-retrofits at 10 County buildings ("Project"); and

WHEREAS, the parties executed a First Amendment to the Agreement on March 22, 2023, to add additional services including Demolition and Patching for Investigative Testing and to revise the Cost Estimating Services; and

WHEREAS, the parties executed a Second Amendment to the Agreement on March 22, 2023, to add additional services for storm hardening of the Clock Tower and the Historic Monroe County Courthouse in Key West; and

WHEREAS, the parties executed a Third Amendment to the Agreement on September 20, 2023, to add additional services for replacing the roofs of the Ellis Building and the Marathon Government Center; and

WHEREAS, the County desires to amend the Agreement to add additional services for the permit requirements confirmed by the Chief Building Officials of Monroe County, the City of Key West, the City of Marathon and the City of Islamorada. These Roof Application Standards (RAS), Testing Application Standards (TAS), Drainage Surveys and Asbestos Surveys are required engineering and physical testing to secure a roofing permit.

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

1. In accordance with Article III of the Agreement, Consultant shall provide services required for permitting the roofs of the buildings within the scope of the project at an additional cost of $53,129.00. Services and deliverables shall include the following:

2.

a.

ELLIS BUILDING:	
Task Description	
Engineering Wood Blocking and Asbestos Survey	$1,425
Drainage Survey and Calculations	$1,150
Subtotal Testing Costs:	$2,575
Bender & Associates 10% coordination fee	$257
TOTAL COST TO CONDUCT TESTING:	$2,832

b.

FIRE STATION 9:	
Task Description	
Engineering Wood Blocking, Asbestos Survey, TAS 105 Fastener Pull Test	$2,350
Drainage Survey and Calculations	$2,800
Subtotal Testing Costs:	$5,150
Bender & Associates 10% coordination fee	$515
TOTAL COST TO CONDUCT TESTING:	$5,665

c.

FIRE STATION 17:	
Task Description	
Engineering Roof Attachment, wood Blocking, Asbestos Survey, TAS 105 test on Steel Roof, TAS 105 test on wood roof	$3,150
Drainage Survey and Calculations	$4,000
Subtotal Testing Costs:	$7,150
Bender & Associates 10% coordination fee	$715
TOTAL COST TO CONDUCT TESTING:	$7,865

d.

HARVEY GOVERNMENT CENTER:	
Task Description	
Engineering Wood Blocking, Roof Attachment, Asbestos Survey	$2,900
Drainage Survey and Calculations	$5,250
Subtotal Testing Costs:	$8,150
Bender & Associates 10% coordination fee	$815
TOTAL COST TO CONDUCT TESTING:	$8,965

e.

KEY WEST COURTHOUSE:

Task Description	
Engineering Roof Attachment, Wood Blocking Calculation, Asbestos Survey	$2,625
Drainage Survey and Calculations	$2,500
Subtotal Testing Costs:	$5,125
Bender & Associates 10% coordination fee	$512
TOTAL COST TO CONDUCT TESTING:	$5,637

f.

LESTER BUILDING:

Task Description	
Engineering Wood Blocking and Asbestos Survey	$2,350
Drainage Survey and Calculations	$2,750
Subtotal Testing Costs:	$5,100
Bender & Associates 10% coordination fee	$510
TOTAL COST TO CONDUCT TESTING:	$5,610

g.

MARATHON GOVERNMENT CENTER:

Task Description	
Engineering Wood Blocking, Asbestos Survey, TAS 105	$2,150
Drainage Survey and Calculations	$3,100
Subtotal Testing Costs:	$5,250
Bender & Associates 10% coordination fee	$525
TOTAL COST TO CONDUCT TESTING:	$5,775

h.

MARATHON TAX COLLECTOR / MCSO: Task Description	
Engineering Roof Attachment, Wood Blocking, Asbestos Survey	$2,700
Drainage Survey and Calculations	$3,850
Subtotal Testing Costs:	$6,550
Bender & Associates 10% coordination fee	$655
TOTAL COST TO CONDUCT TESTING:	$7,205

i.

PLANTATION KEY COURTHOUSE:

Task Description	
Engineering Wood Blocking and Asbestos Survey	$1,450
Drainage Survey and Calculations	$1,300
Subtotal Testing Costs:	$2,750
Bender & Associates 10% coordination fee	$275
TOTAL COST TO CONDUCT TESTING:	$3,025

j.

TAS 105 LAB TESTING:

Task Description	
TAS 105 Fastener Withdrawal Test	$500
Subtotal Testing Costs:	$500
Bender & Associates 10% coordination fee	$50
TOTAL COST TO CONDUCT TESTING:	$550

3. Pursuant to Article VII, Section 7.1.1 thereof, the Agreement is amended to reflect the new Total Not-To-Exceed Amount of **One Million, Six Hundred Thirty-Six Thousand, Three Hundred Forty-Nine and No Cents ($1,636,349.00)**.

4. Pursuant to Article VII, Section 7.1.1 of the Agreement, Attachment C is revised to read:

	Task	Amount
1	BUILDING ASSESSMENT INDICATING CURRENT WIND DESIGN SPEED AND 30% SCHEMATIC DESIGN	$ 498,303.00
2	60% DESIGN DEVELOPMENT	$194,689.00
3	90% CONSTRUCTION DOCUMENTS	$273,340.00
4	100% CONSTRUCTION DOCUMENTS	$99,547.00
5	PERMITTING	$66,328.00
6	DEMOLITION AND PATCHING FOR INVESTIGATIVE TESTING	$57,120.00
7	COST ESTIMATING SERVICES	$95,479.00
8	BUILDING ASSESSMENT INDICATING CURRENT WIND DESIGN SPEED AND 30% SCHEMATIC DESIGN FOR THE COURTHOUSE TOWER	$18,480.00
9	60% DESIGN DEVELOPMENT FOR THE COURTHOUSE TOWER	$40,985.00
10	TASK 3: 90% CONSTRUCTION DOCUMENTS FOR THE COURTHOUSE TOWER	$44,741.00
11	TASK 4: 100% CONSTRUCTION DOCUMENTS FOR THE COURTHOUSE TOWER	$4,320.00
12	TASK 5: PERMITTING FOR THE COURTHOUSE TOWER	$4,093.00
13	BUILDING ASSESSMENT INDICATING CURRENT WIND DESIGN SPEED AND 30% SCHEMATIC DESIGN FOR THE ELLIS BUILDING ROOFING AND MARATHON GOVT CENTER ROOFING	$39,764.00
14	60% DESIGN DEVELOPMENT FOR THE ELLIS BUILDING ROOFING AND MARATHON GOVT CENTER ROOFING	$32,452.00
15	TASK 3: 90% CONSTRUCTION DOCUMENTS FOR THE ELLIS BUILDING ROOFING AND MARATHON GOVT CENTER ROOFING	$54,781.00
16	TASK 4: 100% CONSTRUCTION DOCUMENTS FOR THE ELLIS BUILDING ROOFING AND MARATHON GOVT CENTER ROOFING	$20,880.00

17	TASK 5: PERMITTING FOR THE ELLIS BUILDING ROOFING AND MARATHON GOVT CENTER ROOFING	$27,768.00
18	ELLIS BUILDING TESTING	$2,832.00
19	FIRE STATION 9 TESTING	$5,665.00
20	FIRE STATION 17 TESTING	$7,865.00
21	HARVEY GOVERNMENT CENTER TESTING	$8,965.00
22	KEY WEST COURTHOUSE TESTING	$5,637.00
23	LESTER BUILDING TESTING	$5,610.00
24	MARATHON GOVERNMENT CENTER TESTING	$5,775.00
25	MARATHON TAX COLLECTOR / MCSO TESTING	$7,205.00
26	PLANTATION KEY COURTHOUSE TESTING	$3,025.00
27	TAS 105 LAB TESTING	$550.00
	REIMBURSABLE EXPENSES (FOR ALL TASKS)	$10,150.00
	TOTAL	**$1,636,349.00**

The remaining terms of the Agreement not inconsistent herewith remain in full force and effect.

[Signature Page to Follow]

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

(SEAL)
Attest: Kevin Madok, Clerk

By:_____
As Deputy Clerk

Date_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY
DATE: 9-26-2023

CONSULTANT'S Witnesses Attest:

Consultant must provide two witness signatures

Signature:_____

Print Name:_____

and

Signature:_____

Print Name:_____

CONSULTANT: BENDER & ASSOCIATES ARCHITECTS, P.A.

Signature:_____

Print Name: David Salay

Title: Architect, Partner

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR FACILITY ASSESSMENT AND DESIGN OF WIND-RETROFITS AT 10 COUNTY BUILDINGS BETWEEN MONROE COUNTY AND BENDER & ASSOCIATES ARCHITECTS, P.A.

This Third Amendment to the Agreement for Professional Architectural and Engineering Services dated August 17, 2022, ("Agreement") is made and entered into this **20th day of September 2023**, by and between Monroe County ("County") and Bender & Associates Architects, P.A. ("Consultant"), in order to amend the Agreement as follows:

WHEREAS, the parties entered into an Agreement on August 17, 2022, for the Consultant to provide professional architectural and engineering services for the facility assessment and design of wind-retrofits at 10 County buildings ("Project"); and

WHEREAS, the parties executed a First Amendment to the Agreement on March 22, 2023, to add additional services including Demolition and Patching for Investigative Testing and to revise the Cost Estimating Services; and

WHEREAS, the parties executed a Second Amendment to the Agreement on March 22, 2023, to add additional services for storm hardening of the Clock Tower and the Historic Monroe County Courthouse in Key West; and

WHEREAS, the County desires to amend the Agreement to add additional services for replacing the roofs of the Ellis Building and the Marathon Government Center.

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

1. In accordance with Article III of the Agreement, Consultant shall provide design through permitting for replacing the roofs of the Ellis Building and the Marathon Government Center at an additional cost of $175,645.00. Services and deliverables shall include the following for the two buildings added:

    a. Building Assessment Indicating Current Wind Design Speed and 30% Schematic Design
    b. 60% Design Development
    c. 90% Construction Documents
    d. 100% Construction Documents
    e. Permitting

2. Pursuant to Article VII, Section 7.1.1 thereof, the Agreement is amended to reflect the new Total Not-To-Exceed Amount of **One Million Five Hundred Eighty-Three Thousand Two Hundred Twenty and No Cents ($1,583,220.00)**.

3. Pursuant to Article VII, Section 7.1.1 of the Agreement, Attachment C is revised to read:

	Task	Amount
1	BUILDING ASSESSMENT INDICATING CURRENT WIND DESIGN SPEED AND 30% SCHEMATIC DESIGN	$ 498,303.00
2	60% DESIGN DEVELOPMENT	$194,689.00
3	90% CONSTRUCTION DOCUMENTS	$273,340.00
4	100% CONSTRUCTION DOCUMENTS	$99,547.00
5	PERMITTING	$66,328.00
6	DEMOLITION AND PATCHING FOR INVESTIGATIVE TESTING	$57,120.00
7	COST ESTIMATING SERVICES	$95,479.00
8	BUILDING ASSESSMENT INDICATING CURRENT WIND DESIGN SPEED AND 30% SCHEMATIC DESIGN FOR THE COURTHOUSE TOWER	$18,480.00
9	60% DESIGN DEVELOPMENT FOR THE COURTHOUSE TOWER	$40,985.00
10	TASK 3: 90% CONSTRUCTION DOCUMENTS FOR THE COURTHOUSE TOWER	$44,741.00
11	TASK 4: 100% CONSTRUCTION DOCUMENTS FOR THE COURTHOUSE TOWER	$4,320.00
12	TASK 5: PERMITTING FOR THE COURTHOUSE TOWER	$4,093.00
13	BUILDING ASSESSMENT INDICATING CURRENT WIND DESIGN SPEED AND 30% SCHEMATIC DESIGN FOR THE ELLIS BUILDING ROOFING AND MARATHON GOVT CENTER ROOFING	$39,764.00
14	60% DESIGN DEVELOPMENT FOR THE ELLIS BUILDING ROOFING AND MARATHON GOVT CENTER ROOFING	$32,452.00
15	TASK 3: 90% CONSTRUCTION DOCUMENTS FOR THE ELLIS BUILDING ROOFING AND MARATHON GOVT CENTER ROOFING	$54,781.00
16	TASK 4: 100% CONSTRUCTION DOCUMENTS FOR THE ELLIS BUILDING ROOFING AND MARATHON GOVT CENTER ROOFING	$20,880.00
17	TASK 5: PERMITTING FOR THE ELLIS BUILDING ROOFING AND MARATHON GOVT CENTER ROOFING	$27,768.00
	REIMBURSABLE EXPENSES (FOR ALL TASKS)	$10,150.00
	TOTAL	**$1,583,220.00**

The remaining terms of the Agreement not inconsistent herewith remain in full force and effect.

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

(SEAL)
Attest: Kevin Madok, Clerk

By:_____
As Deputy Clerk

Date_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY
DATE: 8-30-2023

CONSULTANT'S Witnesses Attest:

Consultant must provide two witnesses signatures

Signature:_____

Print Name:_____

and

Signature:_____

Print Name:_____

CONSULTANT: BENDER & ASSOCIATES ARCHITECTS, P.A.

STATE OF FLORIDA
DAVID J. SALAY
AR97145
REGISTERED ARCHITECT

Signature:_____

Print Name: David Salay

Title: Architect, Partner

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F14
2023-1559

BULK ITEM: Yes

DEPARTMENT: Facilities Maintenance

TIME APPROXIMATE:
N/A

STAFF CONTACT: Willie DeSantis

AGENDA ITEM WORDING: Approval of a Third Amendment to Agreement with Gary's Plumbing and Fire, Inc. for Full Maintenance Fire Protection Services at County facilities to increase the contract amount by the CPI-U of 6.5%, renew the Agreement for the second of four (4) optional one-year renewals, add and delete locations, and to add and/or update provisions to allow for the option of requesting, from the Contractor only, a proposal/quote for replacement equipment and associated installation in accordance with the current Monroe County Purchasing Policy.

ITEM BACKGROUND:

On October 20, 2021, the BOCC approved a Bid Award Agreement for Gary's Plumbing and Fire, Inc. (Gary's) for Full Maintenance Fire Protection Services with an initial one (1) year term commencing on November 1, 2021, and terminating on October 31, 2022, with an option to renew for four (4) additional one-year periods. A First Amendment, approved on April 20, 2022, increased the annual not to exceed amount from $70,000.00 to $135,000.00 and revised the Notice provision to reflect the new address for Facilities Maintenance at its Rockland Key location. On September 21, 2022, the BOCC approved a Second Amendment to renew the Agreement for the first of four (4) optional one-year renewals with a CPI-U adjustment of 7% for the labor costs and each building being serviced.

This Third Amendment to Agreement seeks approval to increase the contract amount by the CPI-U of 6.5% effective November 1, 2023, and to renew the Agreement for the second of four (4) optional one-year renewals with the new term to commence retroactive to November 1, 2023 and terminate on October 31, 2024, unless the contract is renewed again. The Third Amendment also adds another location for service at the new Plantation Key Courthouse and Detention Center and deletes the old Plantation Key Jail location and increases the not to exceed annual amount to $143,775.00 unless pre-0approved work requiring additional funds is implemented. This Amendment also seeks approval to add and/or update provisions to allow for the option of requesting from the Contractor only for Equipment Replacement and Installation in accordance with the current Monroe County Purchasing Policy.

PREVIOUS RELEVANT BOCC ACTION:

September 21, 2022 BOCC approved a Second Amendment to increase the contract amount by the CPI-U of 7% and renew the Agreement for the first of four (4) optional one year renewals.

April 20, 2022 BOCC approved a First Amendment to increase the annual not to exceed amount from $70,000.00 to $135,000.00 and revised the Notice Provision of the Contract to reflect the new address for the Facilities Maintenance Dept.

October 20, 2021 BOCC approved a Bid Award Agreement for Gary's Plumbing and Fire, Inc. for Fire Protection Services in County facilities.

CONTRACT/AGREEMENT CHANGES:
Approval of a Third Amendment to Agreement with Gary's Plumbing and Fire, Inc., for Full Maintenance Fire Protection Services at County facilities to increase the contract amount by the CPI-U of 6.5%, renew the Agreement for the second of four (4) optional one year renewals, add a location (new PK Courthouse and Detention Center), delete a location (old demolished PK Detention Center on Highpoint Rd.), increase the annual not to exceed total, and to add and/or update provisions to allow for the option of the County to request from the Contractor only, a proposal/quote for equipment or parts and all associated installation thereto pursuant to the current Monroe County Purchasing Policy.

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

11-08-2023-Third Amendment Fire Protection Maintenance-Gary's 11-8-23 (Proposed rev final)legal stamped.pdf
2nd Amendment 09_21_2022-Exec.pdf
1st Amendment 04_20_2022-Garys-Exec.pdf
10-20-2021-Bid Award_Item D9_MT 9791_Garys_Exec.pdf
COI-08-2024-Garys-Exec.pdf

FINANCIAL IMPACT:

Effective Date: 11/01/2023

Expiration Date: 10/31/2024

Total Dollar Value of Contract: $143,775.00/year

Total Cost to County: $143,775.00/year plus CPI-U adjustments

Current Year Portion: $131,793.75 **Budgeted:** Yes

Source of Funds: Ad Valorem

CPI: Yes

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: No **If yes, amount:**

Grant: No

County Match: N/A

Insurance Required: Yes (COI attached)

Additional Details: Requesting to increase the contract by the CPI-U of 6.5 % and renew the agreement for the second of four optional one-year renewals, add a location and delete a location, increase the annual not to exceed amount and update provisions to allow for the option of the County to request from the Contractor only, a proposal/quote for equipment or parts and all associated installation thereto.

THIRD AMENDMENT TO AGREEMENT FOR FULL MAINTENANCE FIRE PROTECTION SYSTEMS MONROE COUNTY, FLORIDA

This Third Amendment to Agreement is made and entered into this 8th day of November 2023, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **GARY'S PLUMBING AND FIRE**, **INC.**, a *Florida for Profit Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose address is 6409 2nd Terrace, Suite 1, Key West, Florida 33040.

WHEREAS, the parties hereto did on October 20, 2021, enter into an Agreement for Full Maintenance Fire Protection Systems (hereinafter "Original Agreement"); and

WHEREAS, on April 20, 2022, the Board of County Commissioners ("BOCC") approved a First Amendment to the Original Agreement to increase the annual agreement amount by Sixty-five Thousand and 00/100 ($65,000.00) Dollars, from Seventy Thousand and 00/100 ($70,000.00) Dollars to One Hundred Thirty-five Thousand and 00/100 ($135,000.00) Dollars; and

WHEREAS, on September 21, 2022, the BOCC approved a Second Amendment to the Original Agreement to provide for an annual CPI-U increase of 7% pursuant to the Agreement and to renew the term for an additional one-year period; and

WHEREAS, the parties desire to amend the Original Agreement, as amended, to provide for an annual CPI-U increase of 6.5% pursuant to the Agreement and to renew the term for an additional one-year period; and

WHEREAS, the parties desire to amend the Original Agreement, as amended, to incorporate and include the new Plantation Key Courthouse and Detention Center as an additional Upper Keys' location and delete the Upper Keys' Location at the old Plantation Key Jail; and

WHEREAS, the parties desire to amend the Original Agreement, as amended, to add and/or update provisions to allow for the option to request from the Contractor only, a proposal/quote for replacement equipment or parts and all associated installation thereto in accordance with the current Monroe County Purchasing Policy; and

WHEREAS, the Original Agreement, as amended in the First Amendment, provides in Paragraph 5.E. that the total compensation to the Contractor shall not exceed One Hundred Thirty-five Thousand and 00/100 ($135,000.00) Dollars per year, unless pre-approved work requiring additional funds is implemented; and

WHEREAS, the parties find it would be mutually beneficial to increase the annual agreement amount by Eight Thousand Seven Hundred Seventy-Five and 00/100 ($8,775.00) Dollars due to budgeted CPI-U increases and additional locations being added for service; and

WHEREAS, the parties have found the Original Agreement, as amended, to be mutually beneficial and the Contractor agrees and consents to such revisions in the Original Agreement; and

WHEREAS, the parties find it would be mutually beneficial to enter into this Third Amendment to the Original Agreement;

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

1. In accordance with Paragraph 6 of the Original Agreement, the County exercises the option to amend the Agreement and the amount shall be adjusted in accordance annually with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics at December 31 of the previous year of 6.5% with an effective date of November 1, 2023.
2. In accordance with Paragraph 6 of the Original Agreement, the County exercises the option to renew the agreement for the second of four (4) optional one-year periods. This renewal shall commence retroactive to November 1, 2023, and ends upon October 31, 2024, unless terminated earlier under another paragraph of this Agreement.
3. In accordance with Paragraph 5. D. of the Original Agreement, the cost of labor used by the Contractor to fulfill the obligation of the Contract will be calculated using the amended unit prices set forth below as follows:

Labor – Normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays:

$199.42 per hour, mechanic
$299.14 per hour, mechanic plus helper
$99.72 per hour, mechanic helper working alone or additional helper

Overtime rate for hours other than the normal working hours as stated above, including holidays:

$299.14 per hour, mechanic
$448.70 per hour, mechanic plus helper
$149.57 per hour, mechanic helper working alone or additional helper

Parts Cost Plus:

Fifteen percent (15%) of mark up on manufacturer's invoice cost of parts and materials (excluding freight, equipment rental, tax amounts, and services supplied by others).

Such costs must be documented for each repair and/or maintenance job and included with all Applications for Payment. For invoicing purposes, the hours should be calculated in fifteen (15) minute increments.

The following buildings will require:

One (1), (5) Five (5) Year Inspection Test (to be completed within three (3) months of contract commencement)**, One (1) Annual Inspection and flow test of the Fire Pump, One (1) Semi-Annual Inspection, and Two (2) Quarterly fire sprinkler system inspections and testing per the latest edition of NFPA 25:**

Monroe County Detention Center	5501 College Road Key West, FL 33040	$ 3,646.56 cost/yr. $ 3,000.00 5 yr. inspection
Harvey Government Center	1200 Truman Avenue Key West, FL 33040	$ 2,108.17 cost/yr. $ 1,000.00 5 yr. inspection
Lester Building	530 Whitehead Street Key West, FL 33040	$ 1,168.04 cost/yr. $ 1,000.00 5 yr. inspection
Monroe County Courthouse Annex/Old Jail (TESTING SCHEDULED AROUND COURT HEARINGS)	502 Whitehead Street Key West, FL 33040	$ 1,168.04 cost/yr. $ 1,000.00 5 yr. inspection
Marathon Government Annex	490 63rd Street, Ocean Marathon, FL 33050	$ 968.62 cost/yr. $ 500.00 5 yr. inspection
Marathon Jail	3981 Ocean Terrace Marathon, FL 33050	$ 968.62 cost/yr. $ 500.00 5 yr. inspection

Plantation Key Courthouse and Detention Center (new)	88770 Overseas Highway Tavernier, FL 33070	$ 10,224.00 cost/yr. N/A 5 yr. inspection

The following buildings will require:

One (1), Five (5) Year Inspection Test (to be completed within three (3) months of contract commencement)**, One (1) Annual Inspection, One (1) Semi-Annual Inspection, and Two (2) Quarterly fire sprinkler system inspections and testing per the latest edition of NFPA 25:**

Monroe County Historic Courthouse	500 Whitehead Street Key West, FL 33040	$ 1,168.04 cost/yr. $ 1,000.00 5 yr. inspection
Monroe County Sheriff Administration Bldg.	5525 College Road Key West, FL 33040	$ 1,994.21 cost/yr. $ 1,000.00 5 yr. inspection
Dept. of Juvenile Justice Building	5503 College Road Key West, FL 33040	$ 1,880.26 cost/yr. $ 1,000.00 5 yr. inspection
Bayshore Manor	5200 College Road Key West, FL 33040	$ 598.26 cost/yr. $ 500.00 5 yr. inspection
Freeman Justice Center	302 Fleming Street Key West, FL 33040	$ 1,994.21 cost/yr. $ 1,000.00 5 yr. inspection
Murray Nelson Government Center	102050 Overseas Highway Key Largo, FL 33037	$ 968.62 cost/yr. $ 1,000.00 5 yr. inspection
Monroe County Fire Station No. 17	10 Conch Avenue Conch Key, FL 33050	$ 598.26 cost/yr. $ 500.00 5 yr. inspection

Monroe County Fire Station No. 13	390 Key Deer Blvd. Big Pine Key, FL 33043	$ 598.26 cost/yr. $ 500.00 5 yr. inspection
Monroe County Fire Station No 8	6180 2nd Avenue Stock Island, FL 33040	$ 598.26 cost/yr. $ 500.00 5 yr. inspection
Joe London Fire Training Academy	56633 Overseas Highway Crawl Key, FL	$ 598.26 cost/yr. $ 500.00 5 yr. inspection
Bernstein Park	6751 5th St. Stock Island, FL 33040	$ 598.26 cost/yr. $ 500.00 5 yr. inspection
Monroe County Fire Station No. 11(new)	22352 Overseas Highway Cudjoe Key, FL 33042	$ 598.26 cost/yr. $ 500.00 5 yr. inspection
Marathon Library (new)	3490 Overseas Highway Marathon, FL 33050	$ 598.26 cost/yr. $ 500.00 5 yr. inspection

WHEN PERFORMING ANNUAL INSPECTIONS FOR SOME MONROE COUNTY FACILITIES, PRIMARILY THE COURTHOUSES, IT MAY BE NECESSARY TO SCHEDULE INSPECTIONS BEFORE OF AFTER NORMAL BUSINESS HOURS.

4. In accordance with Paragraph 5. E of the Original Agreement as amended, total compensation to the Contractor under the Original Agreement, as amended, shall be increased and shall not exceed One Hundred Forty-three Thousand Seven Hundred Seventy-five and 00/100 ($143,775.00) Dollars per year, unless pre-approved work requiring additional funds is implemented.

5. In accordance with Paragraph 5. F. of the Original Agreement, Major Component Failure or System Breakdown, is hereby amended to delete Paragraph 5. F., as set forth in the Original Agreement, and replace it in its entirety with the following paragraph:

F. In the event a Fire Protection Service System or any of its major components or parts need to be replaced or repaired due to a major component failure, system breakdown, or upgrade, the County shall have

the option to request from the Contractor only, a proposal/quote for replacement equipment or parts and all associated installation thereto. Approval of such proposals/quotes shall follow the current Monroe County Purchasing Policy. Only after receiving an amendment, if required by the County's Purchasing Policy, and/or a notice to proceed from the County, shall the Contractor proceed with these additional services as noted herein.

6. Except as set forth in Paragraphs 1 through 5 of this Third Amendment to Agreement, in all other respects, the terms and conditions set forth in the Original Agreement, as amended, remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS

OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Witnesses for CONTRACTOR:

_____
Signature

_____
Date Print Name

_____
Signature

_____
Date Print Name

CONTRACTOR:
GARY'S PLUMBING AND FIRE, INC.

By: _____

Signature of person authorized to legally bind CONTRACTOR

_____
Print Name and Title

Address: _____

_____

_____
Telephone Number

_____
Date

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 10/24/2023

Kevin Madok, CPA

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

DATE: October 6, 2022

TO: Alice Steryou
Contract Monitor

FROM: Pamela G. Hancock, D.C.

SUBJECT: September 21st BOCC Meeting

Attached are electronic copies of the following items for your handling:

C15 Agreement with Tower Pest Control, Inc., for Lower Keys Pest Control Services at County facilities with an annual amount not to exceed $29,000.00. Funding is ad valorem.

C21 2nd Amendment to Agreement with Gary's Plumbing and Fire, Inc., for Full Maintenance Fire Protection Services at County facilities to increase the contract amount by the CPI-U of 7% and renew the Agreement for the first of four optional one-year renewals. Funding is ad valorem.

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

cc: County Attorney
Finance
File

SECOND AMENDMENT TO AGREEMENT FOR FULL MAINTENANCE FIRE PROTECTION SYSTEMS MONROE COUNTY, FLORIDA

This Second Amendment to Agreement is made and entered into this 21st day of September, 2022, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **GARY'S PLUMBING AND FIRE, INC.**, a *Florida for Profit Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose address is 6409 2nd Terrace, Suite 1, Key West, Florida 33040.

WHEREAS, the parties hereto did on October 20, 2021, enter into an Agreement for Full Maintenance Fire Protection Services (hereinafter "Original Agreement"); and

WHEREAS, on April 20, 2022, the BOCC approved a First Amendment to the Original Agreement to increase the annual agreement amount by Sixty-five Thousand and 00/100 ($65,000.00) Dollars, from Seventy Thousand and 00/100 ($70,000.00) Dollars to One Hundred Thirty-five Thousand and 00/100 ($135,000.00) Dollars; and

WHEREAS, the parties desire to amend the Original Agreement to provide for an annual CPI-U increase of 7% pursuant to the Agreement and to renew the term for an additional one-year period; and

WHEREAS, the parties have found the Original Agreement, as amended, to be mutually beneficial; and

WHEREAS, the parties find it would be mutually beneficial to enter into this Second Amendment to the Original Agreement; and

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

1. In accordance with Paragraph 6 of the Original Agreement, the County exercises the option to amend the Agreement and the amount shall be adjusted in accordance annually with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics at December 31 of the previous year of 7% with an effective date of November 1, 2022.
2. In accordance with Paragraph 6 of the Original Agreement, the County exercises the option to renew the agreement for the first of (4) four optional (1) one-year periods. This renewal shall commence on November 1, 2022, and ends upon October 31, 2023, unless terminated earlier under another paragraph of this Agreement.

3. In accordance with Paragraph 5 D of the Original Agreement, the cost of labor used by the Contractor to fulfill the obligation of the Contract will be calculated using the amended unit prices set forth below as follows:

Labor – Normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays:

$187.25 per hour, mechanic
$280.88 per hour, mechanic plus helper
$93.63 per hour, mechanic helper working alone or additional helper

Overtime rate for hours other than the normal working hours as stated above, including holidays:

$280.88 per hour, mechanic
$421.31 per hour, mechanic plus helper
$140.44 per hour, mechanic helper working alone or additional helper

Parts Cost Plus:

Fifteen percent (15%) of mark up on manufacturer's invoice cost of parts and materials (excluding freight, equipment rental, tax amounts, and services supplied by others).

Such costs must be documented for each repair and/or maintenance job and included with all Applications for Payment. For invoicing purposes, the hours should be calculated in fifteen (15) minute increments.

The following buildings will require:

One (1), (5) Five (5) Year Inspection Test (to be completed within three (3) months of contract commencement), **One (1) Annual Inspection and flow test of the Fire Pump, One (1) Semi-Annual Inspection, and Two (2) Quarterly fire sprinkler system inspections and testing per the latest edition of NFPA 25:**

Monroe County Detention Center	5501 College Road Key West, FL 33040	$ 3,424.00 cost/yr. $ 3,000.00 5 yr. inspection
Harvey Government Center	1200 Truman Avenue Key West, FL 33040	$ 1,979.50 cost/yr. $ 1,000.00 5 yr. inspection

Lester Building	530 Whitehead Street Key West, FL 33040	$ 1,096.75 cost/yr. $ 1,000.00 5 yr. inspection
Monroe County Courthouse Annex/Old Jail (TESTING SCHEDULED AROUND COURT HEARINGS)	502 Whitehead Street Key West, FL 33040	$ 1,096.75 cost/yr. $ 1,000.00 5 yr. inspection
Marathon Government Annex	490 63rd Street, Ocean Marathon, FL 33050	$ 909.50 cost/yr. $ 500.00 5 yr. inspection
Marathon Jail	3981 Ocean Terrace Marathon, FL 33050	$ 909.50 cost/yr. $ 500.00 5 yr. inspection

The following buildings will require:

One (1), Five (5) Year Inspection Test (to be completed within three (3) months of contract commencement), **One (1) Annual Inspection, One (1) Semi-Annual Inspection, and Two (2) Quarterly fire sprinkler system inspections and testing per the latest edition of NFPA 25:**

Monroe County Historic Courthouse	500 Whitehead Street Key West, FL 33040	$ 1,096.75 cost/yr. $ 1,000.00 5 yr. inspection
Monroe County Sheriff Administration Bldg.	5525 College Road Key West, FL 33040	$ 1,872.50 cost/yr. $ 1,000.00 5 yr. inspection
Dept. of Juvenile Justice Building	5503 College Road Key West, FL 33040	$ 1,765.50 cost/yr. $ 1,000.00 5 yr. inspection
Bayshore Manor	5200 College Road Key West, FL 33040	$ 561.75 cost/yr. $ 500.00 5 yr. inspection

Freeman Justice Center	302 Fleming Street Key West, FL 33040	$ 1,872.50 cost/yr. $ 1,000.00 5 yr. inspection
Murray Nelson Government Center	102050 Overseas Highway Key Largo, FL 33037	$ 909.50 cost/yr. $ 1,000.00 5 yr. inspection
Monroe County Fire Station No. 17	10 Conch Avenue Conch Key, FL 33050	$ 561.75 cost/yr. $ 500.00 5 yr. inspection
Monroe County Fire Station No. 13	390 Key Deer Blvd. Big Pine Key, FL 33043	$ 561.75 cost/yr. $ 500.00 5 yr. inspection
Monroe County Fire Station No 8	6180 2nd Av. Stock Island, FL 33040	$ 561.75 cost/yr. $ 500.00 5 yr. inspection
Joe London Fire Training Academy	56633 Overseas Highway Crawl Key, FL	$ 561.75 cost/yr. $ 500.00 5 yr. inspection
Bernstein Park	6751 5th St. Stock Island, FL 33040	$ 561.75 cost/yr. $ 500.00 5 yr. inspection
Monroe County Fire Station No. 11(new)	22352 Overseas Highway Cudjoe Key, FL 33042	$ 561.75 cost/yr. $ 500.00 5 yr. inspection
Marathon Library (new)	3490 Overseas Highway Marathon, FL 33050	$ 561.75 cost/yr. $ 500.00 5 yr. inspection

WHEN PERFORMING ANNUAL INSPECTIONS FOR SOME MONROE COUNTY FACILITIES, PRIMARILY THE COURTHOUSES, IT MAY BE NECESSARY TO SCHEDULE INSPECTIONS BEFORE OF AFTER NORMAL BUSINESS HOURS.

4. Except as set forth in Paragraphs 1, 2, and 3 of this Second Amendment to Agreement, in all other respects, the terms and conditions set forth in the Original Agreement, as amended, remain in full force and effect.

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

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: September 21, 2022

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Witnesses for CONTRACTOR:

_____
Signature

_____
Date Print Name

_____
Signature

_____
Date Print Name

CONTRACTOR:
GARY'S PLUMBING AND FIRE, INC.

By: _____

Signature of person authorized to legally bind CONTRACTOR

Gary Centrone President
Print Name and Title

Address: 6409 2nd Ter #1
Key West, FL 33040

305-296 6013
Telephone Number

9/15/22
Date

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 9/6/2022

Kevin Madok, CPA

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

DATE: May 3, 2022

TO: William DeSantis, Director
Facilities Maintenance

Chrissy Collins
Executive Administrator

FROM: Liz Yongue, Deputy Clerk

SUBJECT: April 20th BOCC Meeting

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

C19 1st Amendment to Agreement with Gary's Plumbing and Fire, Inc., for Full Maintenance Fire Protection Services at County facilities to increase the annual not to exceed contract amount from $70,000.00 to $135,000.00 due to unanticipated repairs and to correct the Notice provision. Funding is Ad Valorem.

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

cc: County Attorney
Finance
File

FIRST AMENDMENT TO AGREEMENT FOR
FULL MAINTENANCE FIRE PROTECTION SYSTEMS
MONROE COUNTY, FLORIDA

This First Amendment to Agreement is made and entered into this 20th day of April, 2022, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **GARY'S PLUMBING AND FIRE, INC.**, a *Florida for Profit Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose address is 6409 2nd Terrace, Suite 1, Key West, Florida 33040.

WHEREAS, the parties hereto did on October 20, 2021, enter into an Agreement for Full Maintenance Fire Protection Services (hereinafter "Original Agreement"); and

WHEREAS, the Original Agreement provides in Paragraph 5.E. that the total compensation to the Contractor shall not exceed Seventy Thousand and 00/100 ($70,000.00 Dollars, unless pre-approved work requiring additional funds is implemented; and

WHEREAS, there has been unanticipated repairs and/or emergency work at various locations, exhausting the annual agreement amount for this year with six (6) remaining months; and

WHEREAS, the parties find it would be mutually beneficial to increase the annual agreement amount by Sixty-five Thousand and 00/100 ($65,000.00) Dollars, from Seventy Thousand and 00/100 ($70,000.00) Dollars to One Hundred Thirty-five Thousand and 00/100 ($135,000.00) Dollars; and

WHEREAS, the CONTRACTOR agrees and consents to such revision in the Original Agreement; and

WHEREAS, the parties find it would be mutually beneficial to amend its Original Agreement and enter into this First Amendment to Agreement;

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

1. In accordance with Paragraph 5.E. of the Original Agreement, total annual compensation to CONTRACTOR under the Original Agreement shall be increased and shall not exceed ONE HUNDRED THIRTY-FIVE THOUSAND AND 00/100 ($135,000.00) Dollars per year, unless pre-approved work requiring additional funds is implemented.

2. Paragraph 19, NOTICE REQUIREMENT, of the Original Agreement, as amended, is hereby amended to delete the current Paragraph 19, as set forth in the Original Agreement, and replace it in its entirety with the following paragraph:

19. NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONTRACTOR. Any written notices or correspondence required or permitted under this Agreement shall be sent by United States Mail, certified, return receipt requested, postage pre-paid, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received by CONTRACTOR when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

FOR COUNTY:

Monroe County
Facilities Maintenance Department
123 Overseas Highway, Rockland Key
Key West, FL 33040

and

County Attorney
1111 12th Street, Suite 408
Key West, FL 33040

FOR CONTRACTOR:

Gary's Plumbing and Fire, Inc.
Attn: Gary Centonze, President
6409 2nd Terrace, Suite 1
Key West, FL 33040

FILED FOR RECORD
2022 MAY -3 PM 12:
CLERK CIR. CT.
MONROE COUNTY, FL

3. Except as set forth in Paragraphs 1 and 2 of this First Amendment to Agreement, in all other respects, the terms and conditions set forth in the Original Agreement remain in full force and effect.

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

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: 4/20/2022

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 4/04/2022

Witnesses for CONTRACTOR:

_____
Signature

_____
Date Print Name

_____
Signature

_____
Date Print Name

CONTRACTOR:
GARY'S PLUMBING AND FIRE, INC.

By: Gary

Signature of person authorized to legally bind CONTRACTOR

Gary Centonze, President
Print Name and Title

Address: 6409 2nd Ter #1
Key West, FL 33040

305-296-6013
Telephone Number

4-4-21
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/05/2022

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

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

PRODUCER	CONTACT NAME: Amanda Katulich
PGI of West Central Florida, LLC 3809 E SR 64 Bradenton FL 34208	PHONE (A/C, No, Ext): 941-242-9619 FAX (A/C, No): 941-242-9621 E-MAIL ADDRESS: Amanda@pgiofwestcentralflorida.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Employers Insurance Company	10701
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gary's Plumbing and Fire, Inc
6409 2nd Terrace
Ste 1
Key West FL 33040

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		830-52315	02/06/2022	02/06/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

APPROVED BY RISK MANAGEMENT
BY
DATE 4.5.2022
WAIVER N/A X YES

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

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton St.
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Amanda Katulich

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Client#: 66814 GARPL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/14/2021

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

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

PRODUCER Acrisure dba Gulfshore Ins -SF 4100 Goodlette Rd N Naples, FL 34103 239 261-3646	CONTACT NAME: Amanda Lisenbey PHONE (A/C, No, Ext): 239 659-8867 FAX (A/C, No): 239 213-2803 E-MAIL ADDRESS: Alisenbey@gulfshoreinsurance.com
INSURED Gary's Plumbing and Fire, Inc. 6409 2nd Terrace, Suite 1 Key West, FL 33040	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Obsidian Specialty Insurance Company — 16871 INSURER B : Commerce & Industry — 19410 INSURER C : The Travelers Insurance Company — 36137 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	PTCGL00000007800	08/13/2021	08/13/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	BA4S5617752142G	08/13/2021	08/13/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	BE049327143	08/13/2021	08/13/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

APPROVED BY RISK MANAGEMENT
BY
DATE 10.5.2021
WAIVER N/A X YES

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

Monroe County Board Of County Commissioners is included as Additional Insured in regards to General Liability, including ongoing operations, per form CG2010 0413 and completed operations per form CG2037 0413 on a Primary non-contributory basis per form CG2001 0413 and Waiver of Subrogation per form CG2404 0509. Additional Insured in regards to Auto Liability only as required by written contract per form CAF079 0817 including Waiver of Subrogation. Umbrella follows forms.

CERTIFICATE HOLDER

Monroe County Board Of County Commissioners
c/o Purchasing Department
1100 Simonton St. Rm. 2-213
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Kevin Madok, CPA

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

DATE: October 28, 2021

TO: Alice Steryou
Contract Monitor

FROM: Pamela G. Hancock, D.C.

SUBJECT: October 20th BOCC Meeting

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

D9 Agreement with Gary's Plumbing and Fire, Inc. for Full Maintenance Fire Protection Services at County facilities with an annual amount not to exceed $70,000.00. Funding is ad valorem.

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

cc: Facilities Supervisor
County Attorney
Finance
File

AGREEMENT

FOR

FULL MAINTENANCE FIRE PROTECTION SYSTEMS

MONROE COUNTY, FLORIDA

This Agreement is made and entered into this 20th day of October, 2021, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **GARY'S PLUMBING AND FIRE, INC.**, a *Florida Profit Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose address is 6409 2nd Terrace, Suite 1, Key West, Florida 33040.

WHEREAS, COUNTY desires to contract for the performance of the work or services described in Exhibit "A"; and

WHEREAS, CONTRACTOR desires to and is able to perform the work or services described in attached Exhibit "A"; and

WHEREAS, it serves a legitimate public purpose for CONTRACTOR to perform the work or services, as described in attached Exhibit "A," for Monroe County;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. THE AGREEMENT

The Agreement consists of this document, the Request for Proposals ("RFP") documents, exhibits, any addenda, the response to the RFP, and all required insurance documentation, only.

2. SCOPE OF WORK

The Scope of Work shall include, but not be limited to, all work and / or services shown and listed in **Exhibit "A"**, which is attached hereto and made a part hereof. The Contractor is required to provide a complete job as contemplated by this Scope of Work. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies, permits, if any are necessary, and any other means of construction or work necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated.

3. PERSONNEL

Communication between the County Representative and the Contractor's personnel is very important. Therefore, the Contractor must assure that at least one (1) of its personnel per building can communicate well in the English language with the County Representative. Any employee hired by the Contractor will be the Contractor's employee

and in no way has any association with the County. The Contractor shall insure that its employees are trained in all appropriate safety regulations, including but not limited to, OSHA regulations, and all other applicable local, State and Federal regulations.

Uniforms are preferred for Contractor's personnel, however; photo identification cards are required, which shall clearly identify personnel as employees of the Contractor. This requirement shall apply upon entering County property and at all times while on duty.

4. BACKGROUND CHECKS / FINGERPRINTING

Contractor employees must consent to Level One background checks and the results are to be provided to the County within thirty (30) days of award of the contract. The County reserves the right to refuse personnel based on results of the background check. The County reserves the right to demand of the Contractor replacement of an employee for the Contractor if a conflict or problem with that employee should arise. The County's Facilities Maintenance Director or his designee shall have the right to require any employee(s) of the Contractor to be permanently removed from any County facility serviced by the Contractor whenever it appears to be in the best interest of the County. It is the responsibility of the Contractor to inform the Facilities Maintenance Director or his designee of all new hires and the results of the background check. The Contractor will be responsible for the supervision, hiring and firing of their own employees, and shall be solely responsible for the pay, worker's compensation insurance, and benefits.

Some work will be conducted at secure facilities, including, but not limited to law enforcement and fire rescue. Background checks, including at a minimum:

A. Warrants check;
B. Fingerprints;
C. Local Records check;
D. Prior employment check; and
E. Criminal History check

are required of Contractor's personnel that will enter Monroe County Sheriff's Office ("MCSO") facilities. Background checks on such personnel will be conducted by the MCSO.

MCSO may prohibit entry to, or remove from, any secure facility any Contractor employee who, in the judgment of MCSO, poses a risk to the security or good order of the facility. Thereafter, MCSO and the Contractor will immediately discuss resolution of the problem. If the problem is not resolved to the satisfaction of the MCSO, the employee shall not be permitted to return to any facility operated by the MCSO. Contractor will promptly replace the employee at no additional cost to County.

Contractor further agrees to notify County immediately upon becoming aware that one of its employees or subcontractor's employees, who previously completed the background check, is subsequently arrested or convicted of any crime. Failure by Contractor to notify County of such arrest or conviction within forty-eight (48) hours of being put on notice by

the employee/subcontractor and/or within five (5) days of its occurrence shall constitute grounds for immediate termination of this contract by County. The parties further agree that failure by Contractor to perform any of the duties described in this paragraph shall constitute a material breach of the contract entitling County to terminate this contract immediately with no further responsibility to make payment or perform any other duties described herein.

5. CONTRACT SUM AND PAYMENTS TO CONTRACTOR

A. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners ("BOCC"). County shall pay in accordance with the Florida Local Government Prompt Payment Act and Monroe County Code; payment will be made after delivery and inspection by County and upon submission of a proper invoice by Contractor.

B. Contractor shall submit to County invoices no later than twenty-five (25) days after inspections/repairs with supporting documentation acceptable to the Clerk. Five Year, Annual, Semi-Annual, and Quarterly inspections shall be submitted in arrears with supporting reports. If any major deficiencies are found, the County must be notified in writing within forty-eight (48) hours, otherwise reports must be submitted within fifteen (15) days of inspection date. Contractor shall submit to the County repair invoices with supporting documentation acceptable to the Clerk, at completion by the Contractor of the repair and said work approved by an appropriate County representative, to be paid at the earliest date possible following completion of the repair. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds. Monroe County's Fiscal Year is October 1st through September 30th. All outstanding invoices must be submitted for payment within ten (10) days of the end of the Fiscal Year to avoid non-payment for those services.

C. The County shall pay the actual cost of parts and materials, excluding freight, equipment rental, tax amounts, and services supplied by others purchased from the manufacturer, plus fifteen percent (15%), to fulfill the obligations of the Contract. Freight, equipment rental, tax amounts, and services supplied by others shall be reimbursed for amounts charged. A manufacturer's invoice must accompany all requests for payment. Freight invoices must accompany all orders that require shipping or transportation of parts whether the part is under warranty or not.

D. The cost of labor used by the Contractor to fulfill the obligation of the Contract will be calculated using the unit prices set forth in the Contractor's bid as follows:

Labor – Normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays:

$175.00 per hour, mechanic
$262.50 per hour, mechanic plus helper
$87.50 per hour, mechanic helper working alone or additional helper

Overtime rate for hours other than the normal working hours as stated above, including holidays:

$262.50 per hour, mechanic

$393.75 per hour, mechanic plus helper
$131.25 per hour, mechanic helper working alone or additional helper

Parts Cost Plus:

Fifteen percent (15%) of mark up on manufacturer's invoice cost of parts and materials (excluding freight, equipment rental, tax amounts, and services supplied by others).

Such costs must be documented for each repair and/or maintenance job and included with all Applications for Payment.

The following buildings will require:

One (1), (5) Five (5) Year Inspection Test (to be completed within three (3) months of contract commencement), **One (1) Annual Inspection and flow test of the Fire Pump, One (1) Semi-Annual Inspection, and Two (2) Quarterly fire sprinkler system inspections and testing per the latest edition of NFPA 25:**

Monroe County Detention Center	5501 College Road Key West, FL 33040	$ 3,200.00 cost/yr. $ 3,000.00 5 yr. inspection
Harvey Government Center	1200 Truman Avenue Key West, FL 33040	$ 1,850.00 cost/yr. $ 1,000.00 5 yr. inspection
Lester Building	530 Whitehead Street Key West, FL 33040	$ 1,025.00 cost/yr. $ 1,000.00 5 yr. inspection
Monroe County Courthouse Annex/Old Jail (TESTING SCHEDULED AROUND COURT HEARINGS)	502 Whitehead Street Key West, FL 33040	$ 1,025.00 cost/yr. $ 1,000.00 5 yr. inspection
Marathon Government Annex	490 63rd Street, Ocean Marathon, FL 33050	$ 850.00 cost/yr. $ 500.00 5 yr. inspection

Plantation Key Jail	53 High Point Road Tavernier, FL 33070	$ 1,450.00 cost/yr. $ 1,000.00 5 yr. inspection
Marathon Jail	3981 Ocean Terrace Marathon, FL 33050	$ 850.00 cost/yr. $ 500.00 5 yr. inspection

The following buildings will require:

One (1), Five (5) Year Inspection Test (to be completed within three (3) months of contract commencement), **One (1) Annual Inspection, One (1) Semi-Annual Inspection, and Two (2) Quarterly fire sprinkler system inspections and testing per the latest edition of NFPA 25:**

Monroe County Historic Courthouse	500 Whitehead Street Key West, FL 33040	$ 1,025.00 cost/yr. $ 1,000.00 5 yr. inspection
Monroe County Sheriff Administration Bldg.	5525 College Road Key West, FL 33040	$ 1,750.00 cost/yr. $ 1,000.00 5 yr. inspection
Dept. of Juvenile Justice Building	5503 College Road Key West, FL 33040	$ 1,650.00 cost/yr. $ 1,000.00 5 yr. inspection
Bayshore Manor	5200 College Road Key West, FL 33040	$ 525.00 cost/yr. $ 500.00 5 yr. inspection
Freeman Justice Center	302 Fleming Street Key West, FL 33040	$ 1,750.00 cost/yr. $ 1,000.00 5 yr. inspection
Murray Nelson Government Center	102050 Overseas Highway Key Largo, FL 33037	$ 850.00 cost/yr. $ 1,000.00 5 yr. inspection

Monroe County Fire Station No. 17	10 Conch Avenue Conch Key, FL 33050	$ 525.00 cost/yr. $ 500.00 5 yr. inspection
Monroe County Fire Station No. 13	390 Key Deer Blvd. Big Pine Key, FL 33043	$ 525.00 cost/yr. $ 500.00 5 yr. inspection
Monroe County Fire Station No 8	6180 2nd Av. Stock Island, FL 33040	$ 525.00 cost/yr. $ 500.00 5 yr. inspection
Joe London Fire Training Academy	56633 Overseas Highway Crawl Key, FL	$ 525.00 cost/yr. $ 500.00 5 yr. inspection
Bernstein Park	6751 5th St. Stock Island, FL 33040	$ 525.00 cost/yr. $ 500.00 5 yr. inspection
Monroe County Fire Station No. 11(new)	22352 Overseas Highway Cudjoe Key, FL 33042	$ 525.00 cost/yr. $ 500.00 5 yr. inspection
Marathon Library (new)	3490 Overseas Highway Marathon, FL 33050	$ 525.00 cost/yr. $ 500.00 5 yr. inspection

WHEN PERFORMING ANNUAL INSPECTIONS FOR SOME MONROE COUNTY FACILITIES, PRIMARILY THE COURTHOUSES, IT MAY BE NECESSARY TO SCHEDULE INSPECTIONS BEFORE OF AFTER NORMAL BUSINESS HOURS.

The total quarterly service amount of the contract shall be Five Thousand Three Hundred Sixty-eight and 75/100 ($5,368.75) Dollars, for an annual inspections amount of Twenty-one Thousand Four Hundred Seventy-five and 00/100 ($21,475.00) Dollars.

The total for one (1), Five (5) Year inspection for all buildings listed herein shall be in the amount of Seventeen Thousand and 00/100 ($17,000.00) Dollars.

Contractor shall submit all invoices with the Application for Payment form attached hereto as Exhibit "B" and made a part hereof.

There shall be no additional charges to the Owner for travel, mileage, meals, or lodging.

Contractor shall submit itemized invoices in writing.

E. Total Annual Compensation to CONTRACTOR under this Agreement shall not exceed Seventy Thousand and 00/100 ($70,000.00) Dollars, unless pre-approved work requiring additional funds is implemented.

F. Major Component Failure or System Breakdown

In the event of a major component failure or system breakdown, the County, shall have the option to request from the Contractor only, a proposal/quote for replacement equipment in an amount that could exceed Five Thousand and 00/100 ($5,000.00) Dollars. Any proposal over Five Thousand and 00/100 ($5,000.00) Dollars, up to and including Ten Thousand and 00/100 ($10,000.00) Dollars, must be approved and signed by the Division Director and/or the County Administrator. Any proposal over Ten Thousand and 00/100 ($10,000.00) Dollars, up to and including Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 ($49,999.99) Dollars, must be approved and signed by the Division Director and the County Administrator.

6. TERM OF AGREEMENT

This one (1) year Agreement shall commence on November 1, 2021, and ends upon October 31, 2022, unless terminated earlier under paragraph 21 of this Agreement.

The County shall have the option to renew this Agreement for up to an additional four (4) one-year periods on terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least thirty (30) days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the "term" of this Agreement shall mean the initial term of one (1) year. The County is not required to state a reason if it elects not to renew.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation at December 31 of the previous year.

7. LICENSES

Contractor has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses shall be submitted to the County upon execution of this Agreement and annually thereafter or upon any renewal.

8. MAINTENANCE OF RECORDS

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven (7) years from the termination of this Agreement or five (5) years from the submission of the final expenditure report as per 2 CFR §200.33, if applicable, whichever is greater. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for seven (7) years following the termination of this Agreement.

9. RIGHT TO AUDIT

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running from the date the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

10. PUBLIC RECORDS COMPLIANCE

Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of Article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The

County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Fla. Stat., Sec. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

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

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

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

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

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

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

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

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

11. **HOLD HARMLESS, INDEMNIFICATION, DEFENSE, AND INSURANCE**

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify, and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors, or other invitees during the term of this Agreement, (B) the negligence, recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors, or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors, or invitees (other than Contractor). The monetary limitation of liability under this Agreement shall be equal to the dollar value of the contract and not less than $1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance requirements included in this paragraph. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor s failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of Contractor to comply with the requirements of this section shall be cause for immediate termination of this Agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

WORKERS COMPENSATION AND EMPLOYER'S LIABILTIY INSURANCE. Where applicable, coverage to apply for all employees at a minimum statutory limits as required by Florida Law, and Employee's Liability coverage in the amount of $100,000.00 bodily injury by accident, $500,000.00 bodily injury by disease, policy limits, and $100,000.00 bodily injury by disease, each employee.

COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than *$300,000.00* per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If single limits are provided, the minimum acceptable limits are *$200,000.00* per person, *$300,000.00* per occurrence, and *$200,000.00* property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMMERCIAL GENERAL LIABILITY. Commercial general liability coverage with limits of liability of not less than *$500,000.00* per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

CERTIFICATES OF INSURANCE. Original Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS CERTIFICATE HOLDER AND ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.

12. NON-WAIVER OF IMMUNITY

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

13. INDEPENDENT CONTRACTOR

At all times and for all purposes under this Agreement, Contractor is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed so as to find Contractor or any of its employees, subcontractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

14. **NONDISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the CONTRACTOR, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this

contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. ASSIGNMENT/SUBCONTRACT

Contractor shall not assign or subcontract its obligations under this Agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the Board.

16. COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS

In providing all services/goods pursuant to this Agreement, Contractor shall abide by all laws of the Federal and State government, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. Any violation of said statutes, ordinances, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the Board to terminate this Agreement. Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

17. DISCLOSURE AND CONFLICT OF INTEREST

Contractor represents that it, its directors, principals and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sec. 112.311, et. seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position; conflicting employment or contractual relationship; and disclosure or use of certain information.

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

18. NO PLEDGE OF CREDIT

Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

19. NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONTRACTOR. Any written notices or correspondence required or permitted under this Agreement shall be sent by United States Mail, certified, return receipt requested, postage pre-paid, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received by CONTRACTOR when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

FOR COUNTY:

Monroe County
Facilities Maintenance Department
3583 S. Roosevelt Blvd
Key West, FL 33040

and

FOR CONTRACTOR:

Gary's Plumbing and Fire, Inc.
Attn: Gary Centonze, President
6409 2nd Terrace, Suite 1
Key West, FL 33040

County Attorney
1111 12th Street, Suite 408
Key West, FL 33040

20. TAXES

County is exempt from payment of Florida State Sales and Use taxes. Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Agreement.

21. TERMINATION

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this Agreement after five (5) days' written notification to the CONTRACTOR.

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

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this Agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon sixty (60) days' notice to CONTRACTOR. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement.

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

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

22. GOVERNING LAW, VENUE, AND INTERPRETATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The Parties waive their rights to trial by jury. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

23. MEDIATION

The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

24. SEVERABILITY

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

covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

25. ATTORNEY'S FEES AND COSTS

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

26. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The CONTRACTOR and COUNTY Representative shall try to resolve the claim or dispute with meet and confer sessions. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of Paragraph 14 or Paragraph 21 concerning termination or cancellation.

27. COOPERATION

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

28. BINDING EFFECT

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

29. AUTHORITY

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

to submit this Contract to legal counsel of its choice and enters into this agreement freely, voluntarily, and with advice of counsel.

30. CLAIMS FOR FEDERAL OR STATE AID

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

31. PRIVILEGES AND IMMUNITIES

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

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES

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

33. NON-RELIANCE BY NON-PARTIES

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

34. ATTESTATIONS

Contractor agrees to execute such documents as the County may reasonably require to include, but not limited to, a Public Entity Crime Statement, an Ethics Statement, Non-Collusion Statement, and a Drug-Free Workplace Statement.

35. NO PERSONAL LIABILITY

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

36. EXECUTION IN COUNTERPARTS

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

37. SECTION HEADINGS

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

38. PUBLIC ENTITY CRIME STATEMENT

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

39. MUTUAL REVIEW

This Agreement has been carefully reviewed by Contractor and the County. Therefore, this Agreement is not to be construed against either party on the basis of authorship.

40. INCORPORATION OF RFP DOCUMENTS

The terms and conditions of the RFP documents are incorporated by reference in this contract agreement.

41. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the

County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

42. COVENANT OF NO INTEREST

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

43. AGREEMENTS WITH SUBCONTRACTORS

In the event that the Contractor subcontracts any or all of the work in this project to any third party, the Contractor specifically agrees to identify the County as an additional insured on all insurance policies required by the County. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with his/her subcontractors shall include the County as an additional insured.

44. FEDERAL CONTRACT REQUIREMENTS

The CONTRACTOR and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

44.1 **Davis-Bacon Act**, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation, a copy of which is attached hereto as **Exhibit "C"** and made a part hereof. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

When required by Federal program legislation, which includes Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors, in contracts for construction or repair work above $2,000 in situations where the Davis-Bacon also applies, must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part

3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The contractor shall comply with U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis-Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

44.2 **Contract Work Hours and Safety Standards Act** (40 U.S.C. §§3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of

laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated Damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. §5.5.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. §5.5, paragraphs (b)(1) through (4), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5, paragraphs (1) through (4).

44.3 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

44.4 **Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution**

Control Act (33 U.S.C. §§1251-1387, as amended). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA/Federal Agency and the appropriate Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended, applies to Contracts and subgrants of amounts in excess of $150,000. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA/Federal agency. The Contractor agrees to report each violation to the COUNTY, understands, and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA/Federal Agency and the appropriate EPA Regional Office.

44.5 **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award under a "covered transaction" (see 2 C.F.R. §180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension" and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and suspension). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §180.935) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidders or Proposers agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

44.6 **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from

tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If award exceeds $100,000, the certification, attached hereto as **Exhibit "D"** and made a part hereof, must be signed and submitted by the CONTRACTOR to the COUNTY.)

44.7 **Compliance with Procurement of Recovered Materials as set forth in 2 C.F.R. § 200.322.** CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

44.8 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment as set forth in 2 C.F.R. § 200.216.** Recipients and subrecipients and their contractors and subcontractors may not obligate or expend any federal funds to **(1)** Procure or obtain; **(2)** Extend or renew a contract to procure or obtain; or **(3)** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

44.9 **Domestic Preference for Procurements as set forth in 2 C.F.R. §200.322.** The COUNTY and CONTRACTOR should, to the great extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements of this section must be included in all subawards including contracts and purchase orders for work or products under federal award. For purposes of this section:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

44.10 **Americans with Disabilities Act of 1990, as amended (ADA).** The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

44.11 **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

B. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises

are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Requiring the Prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

OTHER FEDERAL AND/OR FEMA REQUIREMENTS (as applicable)

44.12 Access to Records. Contractor/Consultant and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) and the Federal Emergency Management Agency's (FEMA) access to records, accounts, documents, information, facilities, and staff. Contractors/Consultants must: (1) Cooperate with any compliance review or complaint investigation conducted by DHS; (2) Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance; (3) Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

44.13 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

44.14 Changes to Contract. The Contractor understands and agrees that any cost resulting from a change or modification, change order, or constructive change of the agreement must be within the scope of any Federal grant or cooperative agreement that may fund this Project and be reasonable for the completion of the Project. Any contract change or modification, change order or constructive change must be approved in writing by both the County and Contractor.

44.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

44.16 No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY/non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

44.17 Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False

Claims and Statements) applies to the contractor's actions pertaining to this contract.

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

44.19 If this Agreement is funded by the Florida Department of Emergency Management (FDEM), the Contractor will be bound by the terms and conditions of any applicable Federally-Funded Sub-Award and Grant Agreement between the County and the Florida Division of Emergency Management (Division).

44.20 If applicable, the Contractor shall hold the Division and County harmless against all claims of whatever nature arising out of the Contractor's performance of work under this Agreement, to the extent allowed and required by law.

45. UNCONTROLLABLE CIRCUMSTANCE

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project;(each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within 7 days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost Amendment for such reasonable time as the Owners Representative may determine.

46. ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

47. FINAL UNDERSTANDING

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this Agreement on the day and year first written above in one (1) counterpart, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

(SEAL)

ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: October 20 2021

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

FILED FOR RECORD
2021 OCT 28 PM 5:16
CLERK CIR. CT.
MONROE COUNTY, FL

Witnesses for CONTRACTOR:

_____
Signature

10/4/21 Tiffany Folks
Date Print Name

_____
Signature

10/4/21 Rachel Harper
Date Print Name

CONTRACTOR:

GARY'S PLUMBING AND FIRE, INC.

By: _____
Signature of person authorized to legally bind CONTRACTOR

Gary Centonze, President
Print Name and Title

Address: 1409 2nd Terr #1
Key West, FL 33040

305-296-6013
Telephone Number

10/4/21
Date

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
_____
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 10/04/2021

EXHIBIT “A”

SCOPE OF WORK

EXHIBIT "A"

SCOPE OF WORK

Specifications and Payments to Contractor:

The Contractor shall hold a current Florida License, in compliance with Fla. Stat. Secs. 633.318, 633.521, and FAC 69A-46: Fire Protection Systems Contractor and Water Based Inspector. The Contractor shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The Contractor shall be at the site of the Fire Protection System malfunction within five (5) hours of verbal, email, or text notification by the County. The Contractor shall provide an after-hours contact person and phone number. The County, upon award of the contract, shall provide a contact person and phone number for building and equipment access.

Bid prices shall include a complete program including inspection, testing, maintenance, and repairs in accordance with all guidelines issued per the adopted FPC - Florida Fire Prevention Code, 7th Ed. 2020, by reference NFPA 25, 2020 Ed. (FFPC adopted F.S. Sec. 633.202 and FAC 69A-3.012 for the fire suppression sprinkler systems including associated piping and equipment at the facilities listed in the Scope of Work below.

Total Service Coverage. Contractor is to provide all parts, tools, labor, accommodations, and transportation required to provide for the inspection, testing, maintenance, and repairs per NFPA 25, and schedules as well as keeping the equipment in proper operating condition to protect against unpredictable repair expenditures as well as ensure reliability and efficiency. Note: No oral interpretations will be made by the Contractor as to the meaning of referenced NFPA 25 documents. Contractor shall request interpretations through the Monroe County Contract Monitor. Monroe County Fire Marshal or his / her designee shall provide in writing formal code interpretations.

1. **The Contractor shall provide Facilities Maintenance and the Monroe County Fire Marshal with the annual inspection schedule.**
2. **The Contractor shall coordinate all inspections with Facilities Maintenance, Monroe County Fire Marshal, and the County's current Contractor for its Fire and Panic Alarm Annual Certification, Maintenance, and Monitoring of the County's systems. The Contractor and the County's Fire and Panic Alarm Contractor shall coordinate placing the systems in a "Test" mode during any inspections.**
3. **The Contractor shall document each on-site service call or inspection and furnish the Contract Monitor with a copy showing time in and out, date, and a brief description of activity. Work orders for on-site system preventative maintenance will list the inspection date, individual to report to, equipment identification, equipment location, work to be performed, and any special instructions. Additionally, an electronic copy of all annual inspections shall be sent to the Monroe County Fire Marshal.**
4. **The Contractor shall include written findings, corrective actions, and recommendations within the Quarterly Inspection Reports. Whenever**

permitting and/or engineering services are required for repairs/replacements, the Contractor shall submit to the County the Contractor's actual certified documented costs for such services and shall invoice the County for reimbursement of only such cost.

5. **All documentation shall be submitted by the Contractor to the Monroe County Contract Monitor with the Contractor's invoice for payment.**

The County shall pay the actual cost of parts and materials, excluding freight, equipment rental, tax amounts, and services supplied by others purchased from the manufacturer, plus fifteen percent (15%), to fulfill the obligations of the Contract. Freight, equipment rental, tax amounts, and services supplied by others shall be reimbursed for amounts charged. A manufacturer's invoice must accompany all requests for payment. Freight invoices must accompany all orders that require shipping or transportation of parts, whether the part is under warranty or not.

Contractor shall submit to County invoices no later than twenty-five (25) days after inspections/repairs with supporting documentation acceptable to the Clerk. Five Year, Annual, Semi-Annual, and Quarterly inspections shall be submitted in arrears with supporting reports. If any major deficiencies are found, the County must be notified in writing within forty-eight (48) hours, otherwise reports must be submitted within fifteen (15) days of inspection date. Contractor shall submit to the County repair invoices with supporting documentation acceptable to the Clerk, at completion by the Contractor of the repair and said work approved by an appropriate County representative, to be paid at the earliest date possible following completion of the repair. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds. Monroe County's Fiscal Year is October 1st through September 30th. All outstanding invoices must be submitted for payment within ten (10) days of the end of the Fiscal Year to avoid non-payment for those services.

Major Component Failure or System Breakdown

In the event of a major component failure or system breakdown, the County shall have the option to request from the Contractor only, a proposal/quote for replacement equipment in an amount that could exceed Five Thousand and 00/100 Dollars ($5,000.00). Any proposal over Five Thousand and 00/100 ($5,000.00) Dollars, up to and including Ten Thousand and 00/100 ($10,000.00) Dollars, must be approved and signed by the Division Director and/or the County Administrator. Any proposal over Ten Thousand and 00/100 ($10,000.00) Dollars, up to and including Forty-nine Thousand Nine Hundred Ninety-nine and 00/100 ($49,999.99) Dollars, must be approved and signed by the Division Director and the County Administrator.

Scope of Work:

The Contractor will provide all labor, supervision, equipment, parts, tools, transportation, services, and incidentals and supplies for Fire Protection Systems Preventive Maintenance, Repair, and Emergency Service Calls for various buildings located in the Upper, Middle, and Lower Keys.

1. **Requirements of Contractor**

a) Perform one, five (5) year inspection test, one (1) annual inspection and flow test of the Fire Pump, one (1) semi-annual and two (2) quarterly fire sprinkler system inspections and testing per the latest edition of NFPA 25 at the following locations:

   a. Monroe County Detention Center
      5501 College Rd., Key West, FL 33040
   b. Harvey Government Center
      1200 Truman Ave., Key West, FL 33040
   c. Lester Building
      530 Whitehead St., Key West, FL 33040
   d. Monroe County Courthouse Annex/Old Jail
      502 Whitehead St., Key West, FL 33040
   e. Marathon Government Annex
      490 63rd St. Ocean, Marathon, FL 33050
   f. Plantation Key Jail
      53 Highpoint Rd., Tavernier, FL 33070
   g. Marathon Jail
      981 Ocean Terrace, Marathon, FL 33050

b) Perform one, five (5) year inspection test, one (1) annual inspection, one (1) semi-annual and two (2) quarterly fire sprinkler system inspections and testing per the latest edition of NFPA 25 at the following locations:

   a. Monroe County Historic Courthouse
      500 Whitehead St., Key West, FL 33040
   b. Monroe County Sheriff Administration Building
      5525 College Rd., Key West, FL 33040
   c. Dept. of Juvenile Justice Building
      5503 College Rd., Key West, FL 33040
   d. Bayshore Manor
      5200 College Rd., Key West, FL 33040
   e. Freeman Justice Center
      302 Fleming St., Key West, FL 33040
   f. Murray Nelson Government Center
      102050 Overseas Highway, Key Largo, FL 33037
   g. Monroe County Fire Rescue Station No. 17
      10 Conch Ave., Conch Key, FL 33050
   h. Monroe County Fire Rescue Station No. 13
      390 Key Deer Blvd., Big Pine Key, FL 33043

i. Monroe County Fire Rescue Station No. 8
   6180 2nd Ave., Stock Island, FL 33040
j. Joe London Fire Training Academy
   56633 Overseas Highway, Crawl Key, FL
k. Bernstein Park
   6751 5th St., Stock Island, FL 33040
l. Monroe County Fire Rescue Station No. 11 (new)
   22352 Overseas Highway, Cudjoe Key, FL 33042
m. Marathon Library (new)
   3490 Overseas Highway, Marathon, FL 33050

c) During all inspections: clean sprinkler heads as needed, conduct maintenance of FDC/Siamese, PIV/OS&Y, and external above ground piping as needed, and submit proposals to replace sprinkler heads, piping, and main supply when needed.

EXHIBIT "B"

APPLICATION FOR PAYMENT DETAILS

APPLICATION FOR PAYMENT DETAILS

DATE: _____ INVOICE NUMBER: _____

ARRIVAL TIME: _____ DEPARTURE TIME: _____

LOCATION: _____

ROUTINE: _____ REPAIR: _____

PARTS AND MATERIALS COSTS *

ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	SUB-TOTAL
1				
2				
3				
4				
5				

PARTS & MATERIALS SUB-TOTAL $_____

15% INCREASE ON ABOVE PARTS & MATERIALS $_____

SERVICES SUPPLIED BY OTHERS (amount charged to be reimbursed) $_____

FREIGHT CHARGE (amount charged to be reimbursed) $_____

TAX CHARGES (amount charged to be reimbursed) $_____

PARTS & MATERIALS TOTAL **$**_____

LABOR AND EQUIPMENT COSTS

_____Regular HOURS Mechanic @ $ _____ SUB-TOTAL $_____

_____Regular HOURS Mechanic & Helper $ _____ SUB-TOTAL $_____

_____Regular HOURS Helper alone or additional Helper @ $_____ SUB-TOTAL $_____

_____Overtime HOURS Mechanic @ $_____ SUB-TOTAL $_____

_____Overtime HOURS Mechanic & Helper @ $_____ SUB0TOTAL $_____

_____Overtime HOURS Helper alone or additional Helper @ $_____ SUB-TOTAL $_____

LABOR AND EQUIPMENT TOTAL **$**_____

TOTAL **$**_____

DESCRIPTION OF WORK: _____

_____

_____ _____

Date Authorized Signature / Title

*Contractor must provide a copy of Invoice/Receipts for manufacturer's cost of parts & materials, freight for transportation/shipping costs, equipment rental amounts, taxes, and services supplied by others.

EXHIBIT "C"

DAVIS-BACON WAGES STATEMENT

EXHIBIT "C"

DAVIS-BACON WAGES STATEMENT

"General Decision Number: FL20210022 09/10/2021

Superseded General Decision Number: FL20200022

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available

at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/22/2021
2	06/18/2021
3	07/09/2021
4	09/10/2021

* ELEC0349-003 09/01/2021

	Rates	Fringes
ELECTRICIAN	$ 37.61	11.72

ENGI0487-004 07/01/2013

	Rates	Fringes
OPERATOR: Crane		
All Cranes Over 15 Ton Capacity	$ 29.00	8.80
Yard Crane, Hydraulic Crane, Capacity 15 Ton and Under	$ 22.00	8.80

IRON0272-004 10/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	$ 25.79	13.34

PAIN0365-004 06/01/2021

	Rates	Fringes
PAINTER: Brush Only	$ 20.21	12.38

SFFL0821-001 07/01/2021

	Rates	Fringes

SPRINKLER FITTER (Fire Sprinklers)	$ 30.63	20.55

SHEE0032-003 12/01/2013

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation)	$ 23.50	12.18

SUFL2009-059 05/22/2009

	Rates	Fringes
CARPENTER	$ 15.08	5.07
CEMENT MASON/CONCRETE FINISHER	$ 12.45	0.00
FENCE ERECTOR	$ 9.94	0.00
LABORER: Common or General	$ 8.62	0.00
LABORER: Pipelayer	$ 10.45	0.00
OPERATOR: Backhoe/Excavator	$ 16.98	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 9.58	0.00
OPERATOR: Pump	$ 11.00	0.00
PAINTER: Roller and Spray	$ 11.21	0.00
PLUMBER	$ 12.27	3.33
ROOFER: Built Up, Composition, Hot Tar and Single Ply	$ 14.33	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 14.41	3.61
TRUCK DRIVER, Includes Dump and 10 Yard Haul Away	$ 8.00	0.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate

(weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate)ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

EXHIBIT "D"

CERTIFICATION REGARDING LOBBYING

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Gary's Plumbing and Fire, Inc certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Gary Centonze, President — 10/4/21

Name and Title of Contractor's Authorized Official — Date

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- ☐ b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier_____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

2-6c PART 2/COUNTY

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project

(0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-

90«ENDIF» 2-6d PART 2/COUNTY

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Sec. 287.087, hereby certifies that:

_____

(Name of Business)

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

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

_____

(Proposer's Signature)

Date: 9-14-21

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 9-14-21 (date) by Gary Centonze (name of affiant). He/She is personally known to me or has produced N/A (type of identification) as identification.

(SEAL)

TIFFANY FOLKS
Commission # HH 011177
Expires June 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

_____

NOTARY PUBLIC

My Commission Expires: _____

LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to Ordinance 023-2009, as amended by Ordinance No. 004-2015 and 025-2015, must complete this form.

Name of Bidder/Responder: Gary's Plumbing and Fire, Inc. Date: 9-14-21

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one (1) year prior to the notice of request for bids or proposals? Yes (Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County? Yes

(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bid or proposal.)

List Address: 6409 2nd Terrace ; Suite 1 ; Key West, FL 33040

Telephone Number: 305-296-6013

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services, or construction to local businesses meeting the criteria above as to licensing and location? No

If yes, please provide:

1. Copy of Receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one (1) year prior to the notice or request for bid or proposal.

2. Subcontractor's physical business address within Monroe County from which the subcontractor operates:

(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bids or proposals)

6409 2nd Ter #1; Key West, FL 33040
Address

Tel. Number 305-296-6013

Signature and Title of Authorized Signatory for Bidder/Responder

Print Name: Gary Centonze

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 9-14-21 (date) by Gary Centonze (name of affiant). He/She is personally known to me or has produced N/A (type of identification) as identification.

TIFFANY FOLKS
Commission # HH 011177
Expires June 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

(SEAL)

NOTARY PUBLIC

My Commission Expires: _____

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither Gary's Plumbing + Fire, Inc. (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last thirty-six (36) months.

(Signature)

Date: 9-14-21

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 9-14-21 (date) by Gary Centonze (name of affiant). He/She is personally known to me or has produced N/A (type of identification) as identification.

TIFFANY FOLKS
Commission # HH 011177
Expires June 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

(SEAL)

NOTARY PUBLIC

My Commission Expires: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Full Maintenance Fire Protection Systems

Respondent Vendor Name: Gaey's Plumbing and Fire, Inc.

Vendor FEIN: 65-0335861

Vendor's Authorized Representative Name and Title: Gaey Centonze, President

Address: 6409 2ND Terrace #1;

City: Key West State: FL Zip: 33040

Phone Number: 305-296-6013

Email Address: gaeysplumbing1@aol.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

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

Certified By: Gaey Centonze, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Gaey

Print Name: Gaey Centonze

Title: President

Note: The List are available at the following Department of Management Services Site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

PROPOSER'S INSURANCE AND INDEMNIFICATION STATEMENT
INSURANCE REQUIREMENTS

Worker's Compensation Employers Liability	Statutory Limits $100,000 Bodily Injury by Accident $500,000 Bodily Injury by Disease Policy Limits $100,000 Bodily Injury by Disease, each employee
General Liability, including Premises Operations Products and Completed Operations Blanket Contractual Liability Personal Injury Liability	$500,000 Combined Single Limit
Vehicle Liability (Owned, non-owned, and hired vehicles)	$300,000 Combined Single Limit If split limits are preferred: $200,000 per Person $300,000 per Occurrence $200,000 Property Damage
Builder's Risk	Not Required
Performance Bond	Not Required

Hold Harmless, Indemnification, and Defense. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify, and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions, or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors, or other invitees during the term of this Agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors, or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs, or expenses arise from the intentional or sole negligent acts or omissions of the COUNTY or any of its employees, agents, contractors, or invitees (other than Contractor). The monetary limitation of liability under this contract shall be equal to the dollar value of the contract and not less than $1 million per occurrence pursuant to Fla. Stat., Sec, 725.06. The limits of liability shall be as set

forth in the insurance requirements included in this Section 00130. Insofar as the claims, actions, causes of action, litigation, proceedings, costs, or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor s failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

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

PROPOSER'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all of the requirements herein. I fully accept the indemnification and hold harmless and duty to defend as set out in this proposal.

Gary's Plumbing and Fire, Inc.
PROPOSER

Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2021

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

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

PRODUCER	CONTACT NAME: Amanda Harvin
PGI of West Central Florida, LLC 3809 E SR 64 Bradenton FL 34208	PHONE (A/C, No, Ext): 941-242-9619 FAX (A/C, No): 941-242-9621 E-MAIL ADDRESS: amanda@pglofwestcentralflorida.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Employers Insurance Company	10701
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gary's Plumbing and Fire, Inc
6409 2nd Terrace
Ste 1
Key West FL 33040

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		830-52315	02/06/2021	02/06/2022	☒ PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

APPROVED BY RISK MANAGEMENT
BY JTC
DATE 10.5.2021 W/C
WAIVER N/A X YES

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

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
c/o Purchasing Department
1100 Simonton St., Room 2-213
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Cody Pearman

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Client#: 66814 GARPL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/14/2021

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

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

PRODUCER Acrisure dba Gulfshore Ins -SF 4100 Goodlette Rd N Naples, FL 34103 239 261-3646	CONTACT NAME: Amanda Lisenbey PHONE (A/C, No, Ext): 239 659-8867 FAX (A/C, No): 239 213-2803 E-MAIL ADDRESS: Alisenbey@gulfshoreInsurance.com
INSURED Gary's Plumbing and Fire, Inc. 6409 2nd Terrace, Suite 1 Key West, FL 33040	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Obsidian Specialty Insurance Company — 16871 INSURER B : Commerce & Industry — 19410 INSURER C : The Travelers Insurance Company — 36137 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	PTCGL00000007800	08/13/2021	08/13/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BA4S5617752142G	08/13/2021	08/13/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	BE049327143	08/13/2021	08/13/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

APPROVED BY RISK MANAGEMENT
BY
DATE 10.5.2021
WAIVER N/A X YES

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

Monroe County Board Of County Commissioners is included as Additional Insured in regards to General Liability, including ongoing operations, per form CG2010 0413 and completed operations per form CG2037 0413 on a Primary non-contributory basis per form CG2001 0413 and Waiver of Subrogation per form CG2404 0509. Additional Insured in regards to Auto Liability only as required by written contract per form CAF079 0817 including Waiver of Subrogation. Umbrella follows forms.

CERTIFICATE HOLDER

Monroe County Board Of County Commissioners
c/o Purchasing Department
1100 Simonton St. Rm. 2-213
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Client#: 66814 GARPL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2023

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

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

PRODUCER
Acrisure dba Gulfshore Ins -SF
4100 Goodlette Rd N
Naples, FL 34103
239 261-3646

CONTACT NAME: Taylor Markee
PHONE (A/C, No, Ext): 239 435 7150 **FAX (A/C, No):** 239 213-2803
E-MAIL ADDRESS: tmarkee@gulfshoreinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Obsidian Specialty Insurance Company	16871
INSURER B : Burlington Insurance Company	23620
INSURER C : Technology Insurance Company	42376
INSURER D : The Travelers Insurance Company	36137
INSURER E :	
INSURER F :	

INSURED
Gary's Plumbing and Fire, Inc.
6409 2nd Terrace, Suite 1
Key West, FL 33040

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	PTCGL000000007802	08/13/2023	08/13/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X BI/PD Ded:5,000						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY	X	X	BA4S5617752342G	08/13/2023	08/13/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR	X	X	604BE064231	08/13/2023	08/13/2024	EACH OCCURRENCE	$4,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	TWC4291946	08/13/2023	08/13/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

APPROVED BY RISK MANAGEMENT
BY
DATE 10.23.23
WAIVER N/A X YES

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

Monroe County Board Of County Commissioners are included as Additional Insured in regards to General Liability, only as required by written contract, including ongoing operations, per form CG2010 0413 and completed operations per form CG2037 0413 on a Primary non-contributory basis per form CG2001 0413 and Waiver of Subrogation per form CG2404 0509. Additional Insured in regards to Auto Liability only as required by written contract per form CAF079 0817 including Waiver of Subrogation. Waiver of Subrogation in regards to the workers compensation per form WC000313. Umbrella follows forms.

CERTIFICATE HOLDER

Monroe County Board Of County Commissioners
1100 Simonton St.
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F15
2023-1723

BULK ITEM: Yes

DEPARTMENT: Project Management

TIME APPROXIMATE:
n/a

STAFF CONTACT: Cary Knight

AGENDA ITEM WORDING: Report of monthly change orders for the month of October 2023, reviewed by the County Administrator/Assistant County Administrator.

ITEM BACKGROUND:

There were three (3) change orders considered and approved by the County Administrator/Assistant Administrator for the period beginning 10/01/2023 and ending 10/24/2023 (agenda deadline) for a total of $49,364.09.

There were no change order requests denied.

PREVIOUS RELEVANT BOCC ACTION:
On September 9, 1998, Ordinance No 027-1998 was adopted in order to provide that the County Administrator may approve separate, non-cumulative change orders for construction projects and professional service contracts in amounts not to exceed $50,000 (as amended per Ordinance No. 024-2015), or 5% of the original contract price, whichever is greater. The BOCC requested a monthly report of all change orders considered by the County Administrator.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

Change Order Rpt_Nov 2023.pdf

FINANCIAL IMPACT:
N/A

MONROE COUNTY CONSTRUCTION PROJECT CHANGE ORDERS
CONSIDERED BY THE COUNTY ADMINISTRATOR'S OFFICE
FOR THE PERIOD 10/01/2023 – 10/24/2023 (agenda deadline)

PROJECT	CONTRACTOR	CO#	AMOUNT	DESCRIPTION	DATE CONSIDERED	CAUSE
Bayshore Manor Buildout for Supervisor of Elections	D.L. Porter Constructors, Inc.	4	$17,554.66	Revised flooring selection.	10/03/23*	Revised flooring including addition of moisture barrier, leveling and warranty.
Bayshore Manor Buildout for Supervisor of Elections	D.L. Porter Constructors, Inc.	5	$8,644.16	Additional roof repairs.	10/17/23*	The flat roof over the Supervisor of Elections office had leaks requiring reroofing. Additionally, repairs to exterior walls upon removal of old HVAC ductwork.
Marathon Professional Center Building Roof Replacement	Dan Enterprises Tean, LLC	1	$23,165.27	Additional damage to roof was identified upon demolition.	10/10/23*	Plywood sheathing and framing supports were deterioration and required repair. Also, increase in awning material cost due to color selection by County.
	Subtotal		**$49,364.09**		***** Approved	

TOTAL for October: $49,364.09

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

PROJECT TITLE:
Bayshore Manor Buildout for Supervisor of Elections

CHANGE ORDER NO: 04
INITIATION DATE: 09/12/2023
CONTRACT DATE: 05/17/2023

TO CONTRACTOR:
D. L. Porter Constructors, Inc.
6574 Palmer Park Circle
Sarasota, FL 34238

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....	$ 846,747.00
Net change by previously authorized Change Orders.....	$ (54,051.50)
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was.....	$ 792,695.50
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....	$ 17,554.66
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.	$ 810,250.16
The Contract Time will be (increased) (decreased) (unchanged) by.....	0 days
The date of Substantial Completion as of the date of this Change Order is	11/19/2023

Detailed description of change order and justification:
During construction it was agreed between Contractor, Facilities Department, and Project Management Department that the flooring approved in Change Order #1 would not be adequate as it would have an undesirable look and lead to future moisture issues with no warranty. Revised flooring includes addition of a moisture barrier, leveling, and flooring warranty in addition to floor demo already performed.

Change order is 2.1% of original contract price.

Not valid until signed by Owner, Engineer (if applicable), and Contractor

ENGINEER:
Reynolds Engineering Services, Inc. Date 9/26/2023

CONTRACTOR:
D.L. Porter Constructors, Inc. Date 9-26-23

DEPARTMENT DIRECTOR:
Cary Knight Digitally signed by Cary Knight Date: 2023.09.27 08:14:35 -04'00'
Cary Knight Date
Project Management

COUNTY/ASSISTANT ADMINISTRATOR:
Digitally signed by Kevin G. Wilson, P.E. Date: 2023.10.03 16:55:44 -04'00'
Roman Gastesi Date
Kevin Wilson

Change Order Attachment per Ordinance No. 024-2015

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation: *Additional and revised work identified after construction commencement.*

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $50,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project engineer approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

CHANGE ORDER SPREADSHEET

Change Order #: 4 **Bayshore Manor**
PCO #: 4
Date Submitted: 9/11/2023

BASIS OF ESTIMATE:

1. No overhead on Builder's Risk Insurance - Overhead by definition includes insurance expenses (Sec 00750, 7.2.4
2. If Sub performs work; GC Can only charge 5% for Management (Sec 00750, 7.2.4 #2)
3. If work is self -performed, only 5% overhead and 5% Profit allowed (Sec 00750, 7.2.4 #2
4. When both increases/decreases; markups shall be calculated using net total. (Sec 00750, 7.2.4
5. Direct Costs are considered overhead and are not entitled to percentage markups (Sec. 00750, 7.2.4
6. No Sales Tax included in Markup Calculation (Sec. 00750, 7.2.4
7. Sec 00750 7.4.2.4 "use of small tools" is included in overheac

ADDITIONAL WORK / *CALCULATED MARKUPS*

CONTRACTOR EXPENSES/DIRECT COSTS

ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	SUBTOTAL(S)	5% OVERHEAD*	5% PROFIT**	5% MANAGEMENT***	TOTALS
Delete DL Porter Original Flooring Scope		1	-$51,394.24	-$51,394.24				-$51,394.24
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
Subtotal				**-$51,394.24**	$0.00	$0.00		**-$51,394.24**

CONTRACTOR DIRECT WORK

ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	SUBTOTAL(S)	Sales Tax	5% OVERHEAD*	5% PROFIT**		TOTALS
				$0.00					$0.00
	LABOR	EQUIPMENT	MATERIALS						
Concrete Grinder Rental & Labor to Demo Floor	$3,569.76	$553.50		$4,123.26	$41.51	$206.16	$206.16		$4,535.59
				$0.00					$0.00
				$0.00					
				$0.00					
				$0.00					$0.00
Subtotal				**$4,123.26**	**$41.51**	$206.16	$206.16		**$4,577.09**

SUBCONTRACTED WORK

ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	SUBTOTAL(S)	Sales Tax		5% MANAGEMENT***	TOTALS
Revised Flooring Scope (ICON Floors)		1	$45,126.80	$45,126.80				$45,126.80
Moisture Barrier (ICON Floors)		1	$18,299.20	$18,299.20				$18,299.20
				$0.00				$0.00
				$0.00				
				$0.00				
				$0.00				$0.00
Subtotal				**$63,426.00**	**$0.00**		$601.59	**$64,027.59**

CONTRACTORS BOND

ITEM DESCRIPTION	CHANGE ORDER SUBTOTAL	TOTALS
P & P Bond @ 2%	$17,210.44	$344.21
Subtotal		**$344.21**

Subtotal			$17,210.44	
Overhead at 5%	$206.16			
Profit at 5%		$206.16		
Management at 5%			$601.59	
CHANGE ORDER GRAND TOTAL				**$17,554.66**

CHANGE ORDER REQUEST

PROJECT: **Bayshore Manor Buildout for Supervisor of Elections**
5200 College Road North
Key West, FL 33040

OWNER: Monroe County
1100 Simonton Street, Room 2-216
Key West, FL 33040

ARCHITECT: Reynolds Engineering Services, Inc.
24478 Overseas Highway
Summerland Key, FL 33042

CHANGE ORDER REQUEST #: Four (4)
DATE OF ISSUANCE: 9/11/2023
ARCHITECT'S PROJECT NO. :
GC PROJECT NO: 2306
CONTRACT FOR: Renovation

CONTRACTOR: **D.L. Porter Constructors, Inc.**
6574 Palmer Park Circle
Sarasota, FL 34238

We herein request changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein (see description below):

Provide all labor, material, and tools necessary to add and provide moisture testing, self leveling of floors, moisture barrier, and substitute Shaw 20 mil glue down LVT as submitted for approval to the County. Approved via email by Wendy Aguirre on 9.1.23.

Description of the work or change	#	Unit	Mat. (Unit Cost)	Lab. (Unit Cost)	Material	Labor	Subcontract	Other	
Icon Proposal for flooring changes	1	ls	$	$	$ -	$ -	$ 63,426.00	$ -	$ 63,426.00
Cost incurred by DLP for completed floor demo-DLP labor & Sunbelt Rentals	1	ls	$	$	$ -	$ 3,569.76	$ -	$ 595.01	$ 4,164.77
DL Porter Flooring budget	1	ls	$	$	$ -	$ -	$ (51,394.24)	$	$ (51,394.24)
Subtotals	1	ls	$ -	$ -	$ -	$ 3,569.76	$ 12,031.76	$ 595.01	$ 16,196.53
D.L. Porter Overhead & Profit (5%) on Subcontractors					$ -	$ -	$ 601.59	$ -	$ 601.59
D.L. Porter Overhead & Profit (10%) on Self Perform					$ -	$ 356.98	$ -	$ 55.35	$ 412.33
Bond 2%					$ -	$ 78.53	$ 252.67	$ 13.01	$ 344.21
Item Total									$17,554.66

Additional funds requested: $ 17,554.66 Add
Additional days requested: 0

Attachments: Icon Floor Quote #0230824 & 0230825, DLP Labor Sunbelt Sales Rental Invoice #139692668-0001

REQUESTED BY: D.L. Porter Constructors, Inc.

Charles Bell 9-11-23
(Signature)
Charles Bell, D.L. Porter Constructors, Inc. Project Manager

ACCEPTED BY:

(Signature)
Wendy Aguirre, Monroe County Project Manager

ICON Floors, LLC.
917 Frances St. No.1
Key West, Fl 33040
305-901-4884

QUOTE

CUSTOMER Contact: Chip Bell
Company Name DL Porter
Address 6574 Palmer Park Cir Sarasota, FL 3438
Phone 941.809.4397
Email chip@dlporter.com
JOB NAME: Bayshore Manor Supply and Install

QUOTE NUMBER 0230824
DATE August 25, 2023
THIS QUOTE EXPIRES IN 60 DAYS

TERMS

QTY	UoM	DESCRIPTION/SCOPE OF WORK	UNIT PRICE	LINE TOTAL
2250.00	S/F	Armstrong Standard Excelon VCT	1.89	$ 4,252.50
2670.00	S/F	Shaw In The Grain II 20 Mil Glue Down LVT	2.89	$ 7,716.30
1200.00	L/F	4" Vinyl Cove Base	1.25	$ 1,500.00
6.00	Each	Adhesive	225.00	$ 1,350.00
1973.00	S/F	Install VCT	1.00	$ 1,973.00
2360.00	S/F	Install Glue Down LVT	2.00	$ 4,720.00
1115.00	L/F	Install Vinyl Cove Base	1.00	$ 1,115.00
1.00	Each	Supply and Install Transitions	1,000.00	$ 1,000.00
1.00	Each	Floor Prep Materials	9,500.00	$ 9,500.00
1.00	Each	Floor Prep Labor	5,000.00	$ 5,000.00
1.00	Each	Mobilization For Installation	4,000.00	$ 4,000.00
1.00	Each	General Conditions: Project Management, Freight, Handling	3,000.00	$ 3,000.00
			-	$ -
		Price Excludes Strip and Waxing VCT	-	$ -
			-	$ -
			-	$ -
			-	$ -

SUMMARY QUOTE

Tax		Included
Total	$	45,126.80

UNLESS STATED IN THE SCOPE OF WORK, THIS QUOTATION EXCLUDES: Removal of any existing flooring, Floor prep, Moisture Testing, Moisture mitigation, Disposal of materials off property, waxing or polishing floors, moving or replacing furniture.

Repairs to any installed materials are outside the scope of work detailed in this quote. Any repairs require a signed work order and are billed as time and material at an hourly rate of $95 per man hour.

All work will be schedule with a contractor or client approved start time and date. Should ICON Floors staff not be able to work at the scheduled and approved start times due to any delays on the contractor or client's part, the contractor or client will be billed at $95 per hour up to eight hours a day per man scheduled.

This quote is for the supply of materials and performance of labor based on the scope of work detailed in this quote. Any materials or labor outside the scope of work detailed in this quote, or in addition to the amounts detailed in this quote will require a signed change order prior to the materials being purchased and commencement of labor.

Terms for this quote are 30% deposit due upon notice to proceed, Labor invoiced as work is completed. Invoices are due upon receipt.

To accept this quotation please print name, sign here and return:

Authorized Representative for Customer Date

Authorized Representative for Icon Floors Date

ICON Floors, LLC.
917 Frances St.
Key West, Fl 33040
305-901-4884

QUOTE

CUSTOMER Contact: Chip Bell
Company Name DL Porter
Address 6574 Palmer Park Cir Sarasota, FL 3438
Phone 941.809.4397
Email chip@dlporter.com
JOB NAME: Bayshore Manor Moisture Mitigation

QUOTE NUMBER 0230825
DATE August 25, 2023
THIS QUOTE EXPIRES IN 60 DAYS

TERMS

QTY	UoM	DESCRIPTION/SCOPE OF WORK	UNIT PRICE		LINE TOTAL
6.00	Each	Moisture Testing	150.00	$	900.00
4333.00	S/F	Supply and Install Epoxy Moisture Barrier	2.40	$	10,399.20
1.00	Each	Mobilization For Prep	2,500.00	$	2,500.00
1.00	Each	General Conditions: Project Management, Freight, Handling	4,500.00	$	4,500.00
			-	$	-
			-	$	-
			-	$	-
			-	$	-
			-	$	-
			-	$	-
			-	$	-

SUMMARY QUOTE

Tax		Included
Total	$	18,299.20

UNLESS STATED IN THE SCOPE OF WORK, THIS QUOTATION EXCLUDES: Removal of any existing flooring, Floor prep, Moisture Testing, Moisture mitigation, Disposal of materials off property, waxing or polishing floors, moving or replacing furniture.

Repairs to any installed materials are outside the scope of work detailed in this quote. Any repairs require a signed work order and are billed as time and material at an hourly rate of $95 per man hour.

All work will be schedule with a contractor or client approved start time and date. Should ICON Floors staff not be able to work at the scheduled and approved start times due to any delays on the contractor or client's part, the contractor or client will be billed at $95 per hour up to eight hours a day per man scheduled.

This quote is for the supply of materials and performance of labor based on the scope of work detailed in this quote. Any materials or labor outside the scope of work detailed in this quote, or in addition to the amounts detailed in this quote will require a signed change order prior to the materials being purchased and commencement of labor.

Terms for this quote are 30% deposit due upon notice to proceed, Labor invoiced as work is completed. Invoices are due upon receipt.

To accept this quotation please print name, sign here and return:

_____

Authorized Representative for Customer Date

_____

Authorized Representative for Icon Floors Date

980

D.L. Porter Constructors, Inc.													
	Week Ending 5/21/2023												
Employee	Job	Job #	CC	Description	M 15	T 16	W 17	T 18	F 19	S 20	S 21	Total Hrs
Dave Petroff	Bayshore Manor	2306		Chipping thinset			8	8	8			24
Salvador Muniz	Bayshore Manor	2306		Chipping thinset			8					8
Salvador Muniz	Bayshore Manor	2306		Grinding thinset				8	8			16
Juan Muniz	Bayshore Manor	2306		Chipping thinset			8	8	8			24
Total					0	0	24	24	24	0	0	72

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

RECEIVED
JUN 01 2023

INVOICE NO.	139692668-0001
ACCOUNT NO.	57212
INVOICE DATE	5/19/23
PAGE	1

D.L. Porter Constructors, Inc.

ICE TO

PORTER CONSTRUCTORS INC
14 PALMER PARK CIRCLE
RASOTA, FL 34238

ADDRESS

PORTER CONSTRUCTORS INC
3 OVERSEAS HWY
IATHON, FL 33050 3126

941-929-9400 J#: 813-717-8709

RECEIVED BY LENHART, JAMIE	CONTRACT NO. 139692668
PURCHASE ORDER NO. NR	
JOB NO. 18- D L PORTER CONST	
BRANCH 0352 KEY WEST PC352 5565 2ND AVE STOCK ISLAND, FL 33040 5945 305-296-2617	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	CONCRETE GRINDER SINGLE DISC ELECTRIC 339539 Make: EDCO Model: S-EC Ser #: 110410090 HR OUT: .001 HR IN: .001 Billed from 5/18/23 thru 5/19/23	140.00	140.00	400.00	950.00	280.00
3.00	DYMA SERTS PER UNIT	45.00	45.00	130.00	330.00	270.00
			Rental Sub-total:			550.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL ENVIRONMENTAL/HAZMAT FEE 2133XXX0000	EA	3.500	3.50

FINAL BILL: 5/18/23 09:00 AM THRU 5/19/23 02:34 PM.

1027 | 2306

144
9.450

553.50

ENTERED
JUN 07 2023

6/7/23

6/1/23 - per Jamie - grind floors

SUBTOTAL	553.50
TAX	41.51
INVOICE TOTAL	595.01

ENTAL RETURN

NET 30

TERRY JOHNSON terry.johnson@sunbeltrentals.com

EMAILINV (Rev 01/31/22)

RESILIENT LVT/LVP - 15 YEAR COMMERCIAL LIMITED WARRANTY

Shaw Industries, Inc. ("the Company") warrants its resilient LVT, LVP, LVT/SPC hybrid, woven, and bio-based products under this Limited Commercial Warranty when used in the proper fit for use indoor commercial applications. The warranty belongs to you, the original end-use purchaser, and begins when you purchase the resilient and extends for the limited warranty period stated above. The basis of any warranty related claim is the original "Company" invoice or authorized "Company" dealer.

The resilient must be installed in accordance with the Company's installation guidelines and specifications. The product must be maintained in accordance with the Company's maintenance (resilient care) recommendations and such maintenance (resilient care) continues throughout the duration of the original installation. Damage resulting from a failure to follow installation and cleaning/maintenance guidelines will not be covered under this warranty. Installation guidelines, specifications, and resilient care recommendations can be obtained from your dealer. For additional information, please see the bottom of this page.

WHAT THE WARRANTY COVERS

Manufacturing Defects – The Company warrants that the resilient product will be free from manufacturing defects during the period of this warranty. Manufacturing defects include delamination, core voids, thickness variation, and dimensional stability defects. Dimensional stability related defects are defined as dimensional changes in the width and/or length of the product greater than the tolerances as defined in ASTM F2199. Thickness variation is defined as thickness exceeding the thickness tolerance as defined in ASTM F386.

Wear – The Company warrants, during the period of the warranty, wear due to normal foot traffic will not wear through to the pattern layer of the product.

WHAT CONDITIONS APPLY

For jobsite and floor preparation conditions, see product specific installation guidelines.

Any moisture related testing (i.e. relative humidity, pH, and calcium chloride) is not the responsibility of the Company and all issues related to moisture, including any resilient related issues, are excluded from this warranty. Chair floor protectors are recommended to inhibit premature wear of the surface of the resilient. Replacement resilient will come from current running-line products comparable to the warranted product.

For reference purposes only if printed or downloaded.

Your warranty does not cover the following: damage caused by improper installation and/or maintenance; differences in color between products and samples or photographs; problems arising from excessive moisture, alkali or water pressure from the sub floor; indentation from improper loading including heavy static loads, high heels, spiked shoes, rolling loads, chairs or other furniture not using floor protectors; telegraphing due to raised access floors or uneven subfloors; discoloration, surface scratches, changes in shading, texture and/or gloss during use; damage caused by chemically reactive material, dye, mold, stains, spillage, burns, gouges, scratches, indentations, floods, accidents, abuse or any harsh scouring pads while buffing; and/or damage due to U.V. light, thermal heat sources, or damage to the floor caused by exposure to temperatures above 100°F (38°C) or is exposed to temperatures below 55°F (13°C).

WARRANTY LIMITATIONS

Shaw products are not warranted against squeaking, popping or crackling. Some squeaking, popping, or crackling is possible when installed using floated methods.

WHAT IF YOU NEED WARRANTY SERVICE

You, the original purchaser, will contact your authorized Company Dealer and/or Sales Representative for warranty or claim service. Please provide a valid proof of purchase and a detailed description of the issue, along with photographs showing the concern. Samples should be submitted for testing when available.

Dealers/Shaw Sales Representatives will file a claim via www.shawnow.com and submit the information you provided. A Shaw claims representative will thoroughly evaluate your claim.

Claims contact information: Shaw Industries Financial Services, PO Box 2128, Dalton, GA 30722 - 1-800-257-7429.

WHAT WE WILL DO

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, the Company may, at its sole option, replace the affected resilient or refund the proportional purchase price for the affected area. The Company will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the commercial product, will be at the consumer's expense.

For reference purposes only if printed or downloaded.

NOTE: The warranty is not transferable. It extends only to the original end use purchaser. Shaw Industries Inc. does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw Industries Inc. shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

For reference purposes only if printed or downloaded.

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT
CONTRACT CHANGE ORDER

PROJECT TITLE:
Bayshore Manor Buildout for Supervisor of Elections

CHANGE ORDER NO: 05
INITIATION DATE: 10/09/2023
CONTRACT DATE: 05/17/2023

TO CONTRACTOR:
D. L. Porter Constructors, Inc.
6574 Palmer Park Circle
Sarasota, FL 34238

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....	$ 846,747.00
Net change by previously authorized Change Orders.....	$ (36,496.84)
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was.....	$ 810,250.16
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....	$ 8,644.16
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.	$ 818,894.32
The Contract Time will be (increased) (decreased) (unchanged) by.....	0 days
The date of Substantial Completion as of the date of this Change Order is	11/19/2023

Detailed description of change order and justification:
During recent heavy rains, the flat roof over the Supervisor of Elections office proved to be inadequate with leaks and ponding water. Additionally, exterior penetrating HVAC ducting was removed leaving patches in the old flat roof. Reroofing with slope is necessary to prevent future leaks.

Change order is 1.02% of original contract price.

Not valid until signed by Owner, Engineer (if applicable), and Contractor

ENGINEER:
Reynolds Engineering Services, Inc. Date 10/12/2023

CONTRACTOR:
D.L. Porter Constructors, Inc. Date 10-12-23

DEPARTMENT DIRECTOR:
Judith Clarke, P.E. Digitally signed by Judith Clarke, P.E. Date: 2023.10.12 11:54:25 -04'00'
Cary Knight Date
Project Management

COUNTY/ASSISTANT ADMINISTRATOR:
Digitally signed by Kevin G. Wilson, P.E. Date: 2023.10.17 16:03:20 -04'00'
Roman Gastesi Date
Kevin Wilson

Change Order Attachment per Ordinance No. 024-2015

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation: *Additional and revised work identified after construction commencement.*

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $50,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project engineer approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

CHANGE ORDER SPREADSHEET

Change Order #:	5	Bayshore Manor
PCO #:	4	
Date Submitted:	10/6/2023	

BASIS OF ESTIMATE:

1. No overhead on Builder's Risk Insurance - Overhead by definition includes insurance expenses (Sec 00750, 7.2.4
2. If Sub performs work; GC Can only charge 5% for Management (Sec 00750, 7.2.4 #2)
3. If work is self-performed, only 5% overhead and 5% Profit allowed (Sec 00750, 7.2.4 #2
4. When both increases/decreases; markups shall be calculated using net total. (Sec 00750, 7.2.4
5. Direct Costs are considered overhead and are not entitled to percentage markups (Sec. 00750, 7.2.4.
6. No Sales Tax included in Markup Calculation (Sec. 00750, 7.2.4.
7. Sec 00750 7.4.2.4 "use of small tools" is included in overheac

ADDITIONAL WORK

CONTRACTOR DIRECT WORK

ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	SUBTOTAL(S)
				$0.00
	LABOR	EQUIPMENT	MATERIALS	
Closet & Screen Removal	$390.27			$390.27
Roof carpentry & temporary patch	$1,016.39		$97.10	$1,113.49
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Subtotal				$1,503.76

SUBCONTRACTED WORK

ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	SUBTOTAL(S)
Roofing Changes - A-Plus Roofing		1	$6,500.00	$6,500.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Subtotal				$6,500.00

CONTRACTORS BOND

ITEM DESCRIPTION	
P & P Bond @ 2%	
Subtotal	

CALCULATED MARKUPS

CONTRACTOR DIRECT WORK

Sales Tax	5% OVERHEAD*	5% PROFIT**	TOTALS
			$0.00
	$19.51	$19.51	$429.30
$7.28	$50.82	$50.82	$1,215.13
			$0.00
$7.28	$70.33	$70.33	$1,651.71

SUBCONTRACTED WORK

Sales Tax	5% MANAGEMENT***	TOTALS
	$325.00	$6,825.00
	$0.00	$0.00
		$0.00
		$0.00
		$0.00
$0.00	$325.00	$6,825.00

CONTRACTORS BOND

CHANGE ORDER SUBTOTAL	TOTALS
$8,476.71	$167.45
	$167.45

Subtotal			$8,476.71
Overhead at 5%	$70.33		
Profit at 5%		$70.33	
Management at 5%			$325.00
CHANGE ORDER GRAND TOTAL			**$8,644.16**

CHANGE ORDER REQUEST

PROJECT: **Bayshore Manor Buildout for Supervisor of Elections**
5200 College Road North
Key West, FL 33040

OWNER: Monroe County
1100 Simonton Street, Room 2-216
Key West, FL 33040

ARCHITECT: Reynolds Engineering Services, Inc.
24478 Overseas Highway
Summerland Key, FL 33042

CHANGE ORDER REQUEST #: Four(4)
DATE OF ISSUANCE: 10/6/2023
ARCHITECT'S PROJECT NO. :
GC PROJECT NO: 2306
CONTRACT FOR: Renovation

CONTRACTOR: **D.L. Porter Constructors, Inc.**
6574 Palmer Park Circle
Sarasota, FL 34238

We herein request changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein (see description below):

Patch flatroof and mansard opening with wood, install temporary peel and stick on new wood patches, demo of existing roofing @ Joyce's office, install 1/4" tapered insulation, install 1/2" dens deck, install fully adhered 60 mil TPO roof system, install approx. 30l.f. of gutter with drops into existing canopy gutter system, install dimensional asphalt shingles to repair removal of duct out of mansard roof section,

Description of the work or change	#	Unit	Mat. (Unit Cost)	Lab. (Unit Cost)	Material	Labor	Subcontract	Other	
Roofing changes (outlined above)- A-Plus roofing	1	ls	$	$	$ -	$ -	$ 6,500.00	$ -	$ 6,500.00
Cost incurred by DLP for closet and screen removal	1	ls	$	$	$ -	$ 390.27	$ -		$ 390.27
Roof carpentry and temporary patch	1	ls	$	$ 104.38	$ ~~107.58~~	$ 1,016.39		$	$ 1,123.97
Subtotals	1	ls	$ -	$ 104.38	$ ~~107.58~~	$ 1,406.66	$ 6,500.00	$ -	$ 8,014.24
D.L. Porter Overhead & Profit (5%) on Subcontractors					$ -	$ -	$ 325.00	$ -	$ 325.00
D.L. Porter Overhead & Profit (10%) on Self Perform					$ -	$ 140.67	$ -	$ -	$ 140.67
Bond 2%					$ -	$ 30.95	$ 136.50	$ -	$ 167.45
Item Total									$ ~~8,647.36~~

$8,644.16

Additional funds requested: $ 8,647.36 Add
Additional days requested: 0

**See attached spreadsheet for corrections

Attachments: A-Plus Roofing Proposal dated 10-1-23, Home Depot Invoices 973302, 8243206, 4193390, DLP Labor

REQUESTED BY: D.L. Porter Constructors, Inc.
Charles Bell 10-6-23
(Signature)
Charles Bell, D.L. Porter Constructors, Inc. Project Manager

ACCEPTED BY:
(Signature)
Wendy Aguirre, Monroe County Project Manager

ISSUE DATE: 2023/10/01

SUPERVISOR OF ELECTIONS
(OLD BAYSHORE MANOR)
5200 College Rd.
Key West, FL. 33040

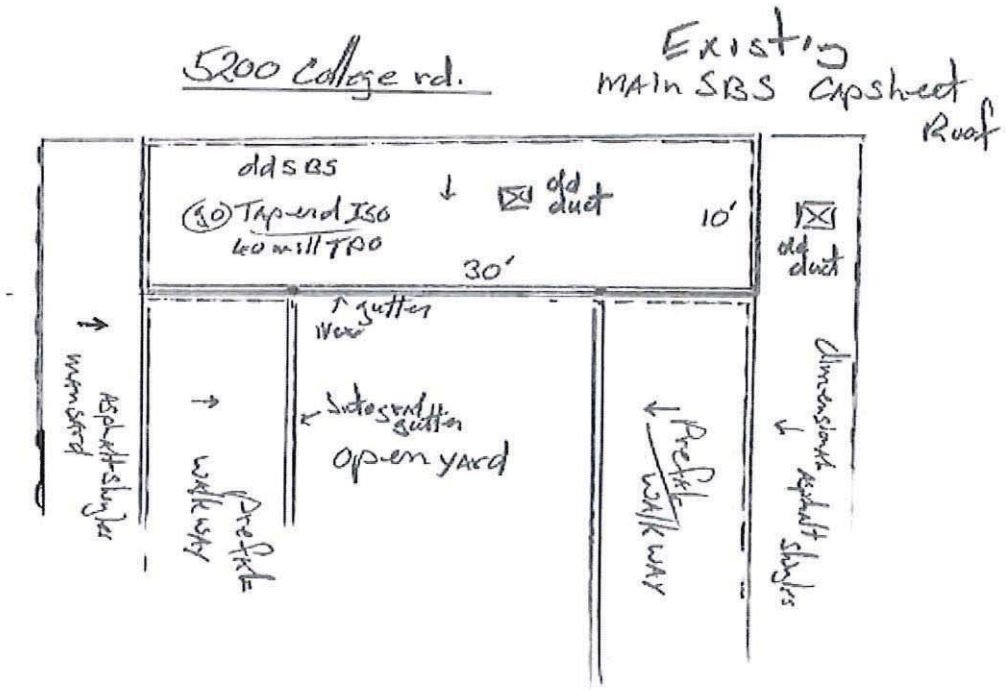
ATTN: Chip Bell - DL Porter
941.929.9400
chip@dlporter.com
Jamie
813.714.8709
coleen@dlporter.com

Roofing Estimate

- Trim back the coated SBS roofing flush to the new fascia board.
- Install a 12:1/4 pitch tapered roof insulation.
- Install approx. 300 sq. ft. of 1/2" Dens deck.
- Install a fully adhered 60 mil TPO roof system.
- Install approx. 30 linear ft. of gutter with two drops into existing prefabricated walkway gutter system.
- Install dimensional asphalt shingles to repair removal of existing A/C duct in the mansard roof .

Cost _____ $6,500.00

NOTE: Any necessary siding, fascia and other wood repairs will be determined upon discovery and charged as "time and material"; plywood sheathing repair is billed at $6.00 per sq. ft.



CONTRACT ACCEPTANCE SIGNATURES			
OWNER/CONTRACTOR	_____	DATE	_____
A-PLUS ROOFING	_____	DATE	_____

older to enter. See complete rules on website. No purchase necessary.

RECEIVED

SEP 19 2023

D.L. Porter Constructors, Inc.

How doers get more done.

2811 N ROOSEVELT KEY WEST, FL 33040
305-293-1313 NOW HIRING!

6313 00097 67781 09/19/23 08:12 AM
SALE CASHIER

KEYTAG# 301930885

ORDER ID: H6313-181657
RECALL AMOUNT 50.18

SUBTOTAL	50.18
SALES TAX	3.76
TOTAL	$53.94
XXXXXXXXXXXX2108 HOME DEPOT	53.94
AUTH CODE 019125/0973302	TA

D L PORTER CONSTRUCTORS IN
LENHART JAMIE

PRO XTRA MEMBER STATEMENT

KEYTAG# 301930885
PRO XTRA ###-###-9400 SUMMARY
THIS RECEIPT PO/JOB NAME: election

2023 PRO XTRA SPEND 09/18:	$61,397.23
INCLUDES:	
2023 PROXTRA SAVINGS	$5,800.40

As of 09/19/2023 your Paint Rewards level is Bronze; Spend 2316.65 more in qualifying paint purchases to earn Silver (15.0% off) on select paint items.

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

6313 97 67781 09/19/2023 3518

****
DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en espaÃ±ol

www.homedepot.com/survey

User ID: GVMG 142164 135948
PASSWORD: 23469 135851

Entries must be completed within 14 days

0549 | 23046

142.

17.101

9/19/23 - per Jamie

patch holes in Roof where HVAC duct removed.

RECEIVED

SEP 27 2023

SPECIAL SERVICES CUSTOMER INVOICE

Store 6313 KEY WEST
2811 N ROOSEVELT BLVD
KEY WEST, FL 33040

Phone: (305) 293-1313
Salesperson: DXD1ANO
Reviewer:

 No. H6313-181

REPRINT

2023-09-19 08:18

SOLD TO

Name	LENHART JAMIE	Phone 1	(813) 714-8709
Address	9573 N. EVENTIDE POINT	Phone 2	
		Company Name	JAMIE LENHART
City	CRYSTAL RIVER	Job Description	election
State	FL	Zip	34428
County	MONROE		

CARRY OUT MERCHANDISE

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W01 SKU # 0000-515-664 The items listed in this section will be carried out of the store by the customer at time of sale.

STOCK MERCHANDISE CARRIED OUT:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R01	1001-754-130	1.00	EA	3/4 in. x 4 ft. x 8 ft. Ground Contact Pressure Treated Pine Performance Rated Sheathing Plywood /		Y	$50.18	$50.18

MERCHANDISE TOTAL: $50.18

END OF CARRY OUT MERCHANDISE - REF #W01

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):
: ;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	$50.18
SALES TAX	$3.76
TOTAL	$53.94
BALANCE DUE	$0.00

END OF ORDER No. H6313-181657

Check your current order status online at www.homedepot.com/orderstatus

 No. H6313-181657 Customer Copy

992

How doers get more done.

2811 N ROOSEVELT KEY WEST, FL 33040
305-293-1313 NOW HIRING!

6313 00024 06791 09/21/23 03:00 PM
SALE CASHIER STANISLAVA

010186775692 SILCONECAULK <A>
#386 OYS GRAY SILICONE CAULK 10.5OZ
3@21.00 63.00 — 2305

742366984753 FLASHING <A> 25.42 — 2306
NASHUA WINDOW/DOOR FLASHING-6"X50'

095624815109 QTR RND <A>
11/16 X11/16 PFJ WM106 QTR RND
32@0.98 31.36 — 2305

070847811169 MONSTER <A> 2.98
16OZ MONSTER

SUBTOTAL	122.76
SALES TAX	9.21
TOTAL	$131.97

XXXXXXXXXXXX2108 HOME DEPOT
USD$ 131.97
AUTH CODE 021433/8243206 TA

D L PORTER CONSTRUCTORS IN
LENHART JAMIE
Chip Read
AID A0000000049999D8400305 THD PLCC PRO

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-9400 SUMMARY
THIS RECEIPT PO/JOB NAME: 2305

2023 PRO XTRA SPEND 09/20: $61,708.94
INCLUDES:
2023 PROXTRA SAVINGS 09/20: $5,800.40

As of 09/21/2023 your Paint Rewards level is Bronze; Spend 2186.85 more in qualifying paint purchases to earn Silver (15.0% off) on select paint items.

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

6313 09/21/23 03:00 PM
6313 24 06791 09/21/2023 9822

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365	09/20/2024

****
DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HXZ 20184 13895
PASSWORD: 23471 13871

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

COPY

RECEIVED
SEP 21 2023

D.L. Porter Constructors, Inc.

7.5% sales tax = total of $27.33

0549	2305	2306
	142	142
	9.300	17.101
	$101.44	~~$30.55~~

ENTERED
SEP 27 2023

2305 - per Jamie
Flooring

2306 - waterproofing
(roof leak)

How doers get more done.

2811 N ROOSEVELT KEY WEST, FL 33040
305-293-1313 NOW HIRING!

6313 00019 02006 09/25/23 07:27 AM
SALE CASHIER ALVARO

045242749324 60PCIMPBTSET <A,S> 34.97
MKE SHOCKWAVE 60 PC IMPACT BIT SET
081725209046 ELASTOMASTIC <A>
11OZ ELASTOMASTIC-209
2@10.75 21.50
081834102283 BULKRNDPNCL <A>
CH JUMBO ROUND FSC PENCIL
8@0.33 2.64

SUBTOTAL	59.11
SALES TAX	4.42
TOTAL	$63.53

XXXXXXXXXXXX2108 HOME DEPOT
USD$ 63.53
AUTH CODE 025308/4193390 TA

D L PORTER CONSTRUCTORS IN
LENHART JAMIE
Chip Read
AID A0000000049999D8400305 THD PLCC PRO
X

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-9400 SUMMARY
THIS RECEIPT PO/JOB NAME: 2306

2023 PRO XTRA SPEND 09/24: $61,815.36
INCLUDES:
2023 PROXTRA SAVINGS 09/24: $5,797.46

As of 09/25/2023 your Paint Rewards level is Bronze; Spend 2186.85 more in qualifying paint purchases to earn Silver (15.0% off) on select paint items.

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

6313 09/25/23 07:27 AM
6313 19 02006 09/25/2023 7571

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365	09/24/2024

****
DID WE NAIL IT?

Opine en español

www.homedepot.com/survey

COPY

User ID: WTT 10614 4320
PASSWORD: 23475 4301

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

RECEIVED
SEP 23 2023
D.L. Porter Constructors, Inc.

2114 doorwalls 8.4.23

2306 Roof leaks | calls 17-161

2306 supplies 1-460

7.5% sales tax = total $23.11

0549	2306	2114
	142	142
	17141 2311	8.140 37.59
	1-460 2.83	

9/25/26
per Jamil

$63.53

INTERIOR
SEP 27 2023

D.L. Porter Constructors, Inc.													
	Week Ending 9/10/2023												
Employee	Job	Job #	CC	Description	M 4	T 5	W 6	T 7	F 8	S 9	S 10	Total Hrs
Enzo Badalamenti	Bayshore Manor	2306	OCO#5	Remove AC duct into front office & dry holes in roof		8						8
Wavekk McLaughlin (Bob)	Bayshore Manor	2306	OCO#5	Remove AC duct into front office & dry holes in roof		7.5						7.5
												0
Total					0	15.5	0	0	0	0	0	15.5

D.L. Porter Constructors, Inc.													
	Week Ending 9/24/2023												
Employee	Job	Job #	CC	Description	M 18	T 19	W 20	T 21	F 22	S 23	S 24	Total Hrs
Enzo Badalamenti	Bayshore Manor	2306	OCO#5	Remove AC duct from roof	2							2
Wavekk McLaughlin (Bob)	Bayshore Manor	2306	OCO#5	Pacth holes in roof wher AC duct was removed	3							3
Total					5	0	0	0	0	0	0	5

D.L. Porter Constructors, Inc.													
	Week Ending 10/1/2023												
Employee	Job	Job #	CC	Description	M 25	T 26	W 27	T 28	F 29	S 30	S 1	Total Hrs
Enzo Badalamenti	Bayshore Manor	2306	OCO#5	Remove oustides closets			2					2
Enzo Badalamenti	Bayshore Manor	2306	OCO#5	Patch roof				2				2
Wavekk McLaughlin (Bob)	Bayshore Manor	2306	OCO#5	Remove oustides closets			1.5					1.5
Tony Laurus	Bayshore Manor	2306	OCO#5	Remove oustides closets				2.5				2.5
Luis Esconar	Bayshore Manor	2306	OCO#5	Remove oustides closets				2.5				2.5
												0
Total					0	0	3.5	7	0	0	0	10.5

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

PROJECT TITLE:
Marathon Professional Center Building
Roof Replacement

CHANGE ORDER NO: #001
INITIATION DATE: 9/26/2023
CONTRACT DATE: 05/17/2023

TO CONTRACTOR:
Dan Enterprises Team, LLC
18501 Pine Boulevard, Suite 357
Pembroke Pines, FL 33029

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price)	$	188,807.71
Net change by previously authorized Change Orders.....	$	0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was	$	188,807.71
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	$	23,165.27
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is ..	$	211,972.98
The Contract Time will be (increased) (decreased) (unchanged) by.....		45 Days
The date of Substantial Completion as of the date of this Change Order is.....		10/08/2023

Detailed description of change order and justification:
Following selective demolition of the first and second floor mansard roof (decorative awnings), it was determined that plywood sheathing and framing supports were deteriorated and required replacement and/or repair. Additionally, the color of the decorative awnings was not specified at time of design. Awning color selection resulted in a material price increase.

A Notice to Proceed was issued in July, ahead of a late August mobilization, to allow for material procurement to expedite the construction timeline. As such, Substantial Completion has been extended by 45 days from 8/24/2023, to 10/08/2023 to allow enough time for construction activities to complete.

Change order is 12.3% of original contract price.

Not valid until signed by Owner, Engineer (if applicable), and Contractor

ENGINEER: Justin Henika
Perez Engineering & Development, Inc. — Date: 9/30/23

CONTRACTOR:
Dan Enterprises Team, LLC — Date: 10/03/23

DIRECTOR PROJECT MANAGEMENT:
Cary Knight
Digitally signed by Cary Knight
Date: 2023.10.04 14:15:57 -04'00'
Cary Knight, Director — Date

COUNTY/ASSISTANT ADMINISTRATOR:
Digitally signed by Kevin G. Wilson, P.E.
Date: 2023.10.10 16:12:45 -04'00'
Roman Gastesi
Kevin Wilson — Date

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation: *Additional quantities were discovered during construction and after the contract was executed.*

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $50,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain: *N/A*

Dan Enterprises Team LLC
Emergency & Industrial Equipment
www.danenterprisesteam.com

September 27, 2023

Board of County Commissioners
RFP – Marathon Professional Center Building Roof Replacement
Att. Jordan Salinger

Dear Jordan,

In the hope that you are well, we are writing to you in order to submit Change Order #1 for the following:

Our Company Dan Enterprises Team LLC is requesting an extension of time from the original contract time due to the following reasons:

1) Keep working on the punch list.
2) The temporary impossibility of performing the work due to rainy weather.

The time extension will be at no cost to the County. The contracted time will increase by 45 days after the original contract expiration date.

Our company Dan Enterprises Team LLC is requesting an increase in the original scope of work due to all the unexpected damage to the roof according to the following descriptions:

ITEM	CHANGE ORDER ITEMS	$ PRICE	QUANTITY	MEASUREMENT	$ TOTAL ADDITIONS
1	Upper Mansard Roof (Labor)	120	3	SQ	$360.00
2	Upper Mansard Roof (Material: Plywood)	140	12	SHEET	$1,680.00
3	Botton Mansard Roof (Labor)	120	10	SQ	$1,200.00
4	Botton Mansard Roof (Material: Plywood)	140	40	SHEET	$5,600.00
5	Trust Repair	8.5	250	LF	$2,125.00
6	Metal color upgrade	4,789.03	1	EA	$4,789.03
7	Additional Manlift (Rent)	368	6	DAY	$2,205.00
8	Additional Dumpster (Rent)	1,602.48	1	EA	$1,602.48
9	Sofit Plywood	45.00	80	LF	$3,600.00
					$23,165.27

Total Sub-Contractor Change Order by Dream Team Roofing: $22,062.17 (Invoice attached)
Total General Contractor Change Order by Dan Enterprises Team, LLC: $23,165.27 (5% Markup / $1,103.10)
Please contact me if you have additional questions.

Best regards,

Teddy Castellanos
Supply Chain & Operation Manager

DAN ENTERPRISES TEAM, LLC

Invoice

Dream Team Roofing, Inc
150 S Bryan Road
Dania Beach, FL 33004

DREAM TEAM
ROOFING

Re: Marathon Professional Building

BILL TO
Dan Enterprises LLC
19081 NW 78th. Ave. Hialeah, FL 33015

INVOICE# 2023-018
INVOICEDATE 09/27/2023

DESCRIPTION	AMOUNT
Tear of 13sq of Shingles double layer on mansard roof	1,495.00
Installed 52 sheets of plywood on mansard roof due to rotten and not properly installed plywood on mansard roof.	7,020.00
Repaired 250 feet of trusts that were rotten and had termite damage	2,000.00
Metal upgrade to standard color	4,560.99
Manlift for mansard wood installation and repair due to extension repair	2,100.00
Additional dumpster for extra trash on mansard roof repair.	1,526.18
Repair 80ft of sofit plywood due to rotten wood	3,360.00

TOTAL $22,062.17

Thank you

Terms&Conditions

Payment is due upon receipt.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F16
2023-1724

BULK ITEM: Yes

DEPARTMENT: Facilities Maintenance

TIME APPROXIMATE:
N/A

STAFF CONTACT: Willie DeSantis

AGENDA ITEM WORDING: Approval of a Proposed Project with Siemens Industry, Inc., as a Sole Source provider for testing, certification, and maintenance of Fire Alarm, Smoke Control, and Building Automation Systems in Monroe County facilities, to perform under its current contract to provide Fire Alarm Control Unit Upgrades on certain equipment at the Monroe County Detention Center in Key West. American Rescue Plan Act Funding (ARPA) will be utilized for these upgrades in the anticipated amount of $319,627.33.

ITEM BACKGROUND:

Siemens Industry, Inc. (Siemens), as a sole source provider, provides for the testing, certification, and maintenance of the fire alarm system, building automation system, and smoke control system of the Corrections' facilities and other County owned buildings under a contract approved by the Board on April 20, 2022. Siemens provides its services on the new Desigo systems which were installed under a May 2020 Siemens' Agreement. The Sole Source Agreement has an initial term of three (3) years which commenced on October 1, 2021, and terminates on September 30, 2024, with three (3) optional one-year renewals. The contract amount for the first year for the testing, certification, and maintenance services was $239,000.00, plus repairs. The Agreement provides for an annual price adjustment which shall be the annual CPI-U of the previous year as of December 31 or a 5.5% increase, whichever is lower.

On October 19, 2022, the BOCC approved a First Amendment for an increase of 5.5%, which was less than the CPI-U of 7% on December 31, 2022. The contract amount for the second year of services shall be $252,145.00, plus repairs, with this price increase as of October 1, 2022. The First Amendment also updated one Federal contract provision by including an Energy Efficiency clause. On September 20, 2023, the BOCC approved a Second Amendment increasing the contract amount by 5.5%.

Certain Monroe County facilities need the automation system Controls upgraded to eliminate numerous ongoing issues that have been occurring since certain systems are not compatible in their current configuration with the new Siemens system. In this agenda item, Staff is requesting approval of a Proposed Project to allow Siemens, as the Sole Source provider for Building Automation, to make some

additional equipment upgrades. Siemens has provided a Controls Upgrade Proposal for equipment at the Monroe County Detention Center in Key West as shown in the attached Proposal. It is anticipated that the upgrades for the Project Proposal will be an expenditure in the amount of $319,627.33. The current Agreement does not have a provision allowing for such an expenditure without BOCC approval. Funding has become available for these upgrades from the American Rescue Plan Act Funds (ARPA-06068).

PREVIOUS RELEVANT BOCC ACTION:

September 20, 2023 BOCC approved a Third Amendment to Agreement with Siemens increasing contract payment amounts by a CPI-U increase of 5.5%.

March 22, 2023 BOCC approved a Second Amendment, to perform under its current contract to provide Control Upgrades on certain equipment at Jackson Square and Key West Library and to update contract provisions to comply with Federal, State or County contract provisions as well as the ARPA Funding Agreement. American Rescue Plan Act Funding (ARPA) will be utilized for these upgrades.

October 19, 2022 BOCC approved a First Amendment to Agreement for an increase of five and five-tenths percent (5.5%), which is less than the aforementioned CPI-U of 7%. The contract amount for the second year for the testing, certification, and maintenance services shall be $252,145.00, plus repairs, with this price increase retroactive to October 1, 2022.

April 20, 2022 BOCC approved a negotiated Agreement with Siemens Industry, Inc. as a Sole Source provider for testing, certification, and maintenance of Fire Alarm, Smoke Control, and Building Automation Systems on Monroe County facilities.

April 21, 2021 BOCC approved a month-to-month renewal agreement with Siemens Industry, Inc. pending negotiations to take place with Siemens until a satisfactory Sole Source agreement was achieved and then for it to be approved by the BOCC.

March 17, 2021 BOCC approved a request for a waiver of the Monroe County Purchasing Policy provisions to designate Siemens Industry, Inc. as a Sole Source Provider so that the expiring Contract with Siemens Industry, Inc. could be negotiated and renewed as a sole source contract.

May 20, 2020 BOCC approved the replacement of the existing, no longer supported Environmental Building Management Systems (EBMS) with a Desigo Enterprise BMS for the amount of $237,583.06 allowing the County to monitor additional sites remotely and locally in a unified system. This replaces obsolete systems in critical facilities.

CONTRACT/AGREEMENT CHANGES:

Approval of a Project Proposal in the anticipated amount of $319,627.33 with Siemens Industry, Inc. as a Sole Source provider, to provide the fire alarm material and installation, along with the engineering, project management, and technical support for the upgrade of the Fire Alarm Control Unit and Field initiating devices for the Monroe County Detention Center.

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

10-23-2023-Proposal-KW Detention-Siemens-ARPA 06068.pdf
COI-10-01-2024-Siemens-Rev-Exec.pdf

FINANCIAL IMPACT:

Effective Date: 11/08/2023

Expiration Date: 9/30/2024 (end of initial three-year term, unless options to renew are exercised)

Total Dollar Value of Contract: Project Proposal $319,627.33

Budgeted: Yes

Source of Funds: CC_06068 ARPA - $319,627.33

CPI: yes

Indirect Costs:

Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: No **If yes, amount:**

Grant: CC_06068ARPA

County Match: N/A

Insurance Required: Yes (COI attached)

Additional Details: Siemens is designated as a Sole Source provider. The initial term is for three (3) years, with an additional three one-year renewal options. *Repairs/Additional Services per contract year shall not exceed $145,000.00 per year, unless other emergency work is approved. Requesting additional services of $319,627.33 in addition to the $145,000.00.

SIEMENS

RECEIVED
OCT 23 2023
BY:_____

PROPOSAL
MONROE DET FACILITY FA UPGRADE

PREPARED BY
Siemens Industry, Inc. ("Siemens")

PREPARED FOR
MONROE COUNTY

DELIVERED ON
October 23, 2023

SMART BUILDINGS

Transforming the Everyday



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Contact Information

Proposal #: 7885009

Date: October 23,2023

Sales Executive:	Jose Gonzalez
Branch Address:	3021 North Commerce Pkwy MIramar FL, 33025
Telephone:	1-954-329-7048
Email Address:	gonzalez.jose@siemens.com
Customer Contact:	DAN BENSLEY
Customer:	MONROE COUNTY
Address:	5501 COLLEGE RD KEY WEST FL 33040-4307
Services shall be provided at:	MONROE COUNTY 5501 COLLEGE RD KEY WEST FL 33040-4307

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Scope of Work

This is a Project Proposal providing the fire alarm material, installation along with the engineering, project management and technical support for the upgrade of the Fire alarm control unit and Field initiating devices. Upon acceptance of this proposal, Siemens will assign a dedicated project manager who will be your main point of contact for the duration on this project.

A project schedule was not available at the time of the bid and so this scope is based on an assumed project duration time of approximately 220 days.

- Siemens will provide shop drawings that indicate the devices listed in plans specified.
- Siemens will provide parts and technical labor as detailed below for the fire alarm system at this facility.
- Siemens will update the Firmware/hardware on the CPU to the latest Desigo Modular
- Siemens will replace the loop controller cards to latest XDLC loop controllers
- Siemens will replace initiating field devices
- Siemens will set the addresses of initiating devices prior to installation.
- Siemens will provide labor to certify the functionality of the devices after job is completed.
- Siemens will provide tech labor for AHJ final acceptance test (Not to exceed 10 days = 80 hours)

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Exceptions and/or Clarifications:

- Siemens is not responsible for the design of this project. Additional devices may be deemed necessary and could result in additional cost.
- Any AHJ required additional equipment or system upgrades are not included in this proposal and will come at an additional charge.
- Existing Notification devices and power boosters will be reused
- All conduit, J boxes, pull boxes, and raceways to be reused
- In applications where the existing system is being modified, new strobes may not sync with the existing strobes. If synchronization with existing strobes this will come with an additional cost.
- Any additional device required, will be quoted at an additional cost.
- Please note the turnaround time for drawing is usually 4 to 8 weeks at a minimum.
- Please note customer to provide us with CAD files and pdf drawing with exact location of devices if none could be sourced internally.
- This proposal assumes a project timeline start date of 01/01/2024 and completion date of 11/15/2024, any delays outside of included project scope will be handled and billed separately or processed via proposed change order
- All contracts with a total value of less than $25,000 will be invoiced per the following schedule.
  o 20% mobilization
  o 55% Upon receipt of material to local Siemens Office
  o 25% final payment upon project completion
  All projects between $25,000 and $250,000 will have a 20% mobilization invoice and then progress invoices.
  All projects over $250,000 will have a mobilization invoice of 10% and then monthly progress invoices.

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THIS PROPOSAL IS BASED UPON ONLY THOSE ITEMS DENOTED BY "[X]":

[] Specification section: NONE
[X] Information from plans dated 07/25/2013 and prepared by *Fire Line Engineering Inc*
[X] No typical drawings or references where used on this proposal. Project Referenced 44OP-129619
[] Up to and including addendum: NONE
[] Customer provided bill of material
[] Verbal request
[] Value engineering
[] Design Build
[] Time and Material

THIS QUOTATION INCLUDES ONLY THOSE ITEMS DENOTED BY "[X]":

[X] Equipment as listed
[X] Removal of existing initiating devices being replaced
[] Freight (F.O.B. shipping point)
[X] Shop Drawings
[X] Submittal Data Sheets
[X] Operation & Maintenance Manuals
[x] PE Sealed Drawings
[X] Panel/Device (Initiating) terminations
[X] Permit
[] Inspection Fees
[] Payment/Performance Bonds
[X] 1 functional system certification test
[X] 10 days of AHJ acceptance testing
[] 1 10% Re-Test
[X] 2 Hours of operation and maintenance training
[] Close out documentation
[] Interface to non- Siemens provided equipment i.e.: HVAC and elevator
[X] One year standard warranty new parts only
[] Monitoring
[] AHCA Inspection
[] UL Certification

THIS QUOTATION DOES NOT INCLUDE THE FOLLOWING:

- Phased Checkout
- Raceway or standard electric boxes
- 120vac power
- Fire protection switches or gas solenoids
- Phone lines
- Remote station monitoring contract (available upon request)
- Knox box
- Cutting, drilling, patching, fire caulking or painting
- Interface to non- Siemens provided equipment i.e.: HVAC and elevator
- Fire watch
- Ethernet or IP drops
- Weatherproof and conditioned control equipment housing
- No asbestos abatement is identified, expected or included in this contract. All policies and procedures referenced in the specification will be followed as required.
- No Lead paint abatement is identified, expected or included in this contract. All policies and procedures referenced in the specification will be followed as required.
- Cost for CAD files
- Terminations of 3rd Party equipment
- Overtime
- BDA
- CI Cable
- Cloud App Subscription service fee
- Smoke Control Testing/Recertification

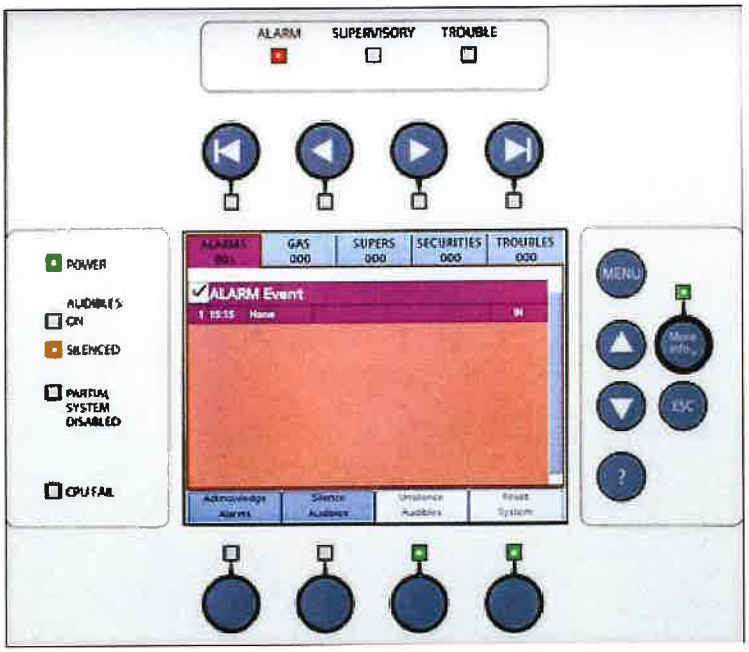
It is Siemens understanding that these drawings and specifications represent the work to be accomplished in its entirety and no additional work or materials is expected or required. This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

ADDITIONAL NOTES:
If Siemens is awarded this project we will need:

- A complete set of bid documents including specifications and any addendums
- An electronic CAD file in AutoCAD shall be sent to us or mailed to the branch address on this quote.
- For all part please contact [your PM]
- For programming and testing please contact [your PM]
- A complete schedule
- A copy of the "Notice of Commitment"
- Your P.O. or contract will need to reference this proposal # and amount. This proposal and its terms and condition shall take precedence. Your Purchase Order or contact is subject to review and must be mutually agreeable.
- Siemens reserves the right to change any of the equipment as required to meet the intent of the project and the requirements of the owner.
- Should you have any questions with this quotation, or you desire a different scope of work please contact me.
- Quotation is valid for a period of 60 days only unless modified in writing by Siemens
- All work is to be performed during normal Siemens hours of 8am to 5pm Monday through Friday with the exception of company sponsored holidays unless specifically noted otherwise.
- We reserve the right to correct this quote for errors and omissions.
- As stated above, Siemens will perform the work pursuant to the attached Terms and Conditions. Should the parties fail to execute a mutually agreeable definitive agreement, all work performed by Siemens on or related to the above captioned project (with the exception of any monitoring services anticipated, which will only be performed pursuant to the unaltered terms and conditions of Siemens standard Monitoring Agreement) will be performed pursuant to the attached Terms and Conditions.

Advantages of Modernizing with Desigo Fire Safety Modular

The Desigo Fire Safety Modular family gives you everything you need to ensure code compliance, continuity of communications, and a smart investment. With more power, more flexibility, greater capacities, and a high performance full-color user interface—the fastest, most intelligent fire safety system available offers premium features and options that address the needs of today while remaining ready for the future. Facilities of all sizes can take advantage of faster processor speeds and state-of-the-art features which define the Desigo Fire Safety Modular. The Desigo Fire Safety Modular head-end features a large, hi-resolution 6" Color LED screen and intelligence programmed into the system. With larger text, intuitive prompts, and clear graphics, both first responders and maintenance personnel will find it easy to read and operate.



The Desigo Fire Safety Modular interface includes:

- Premier panel for complex applications such as a campus or high-rise
- Fast processing speed enables voice smoke control and fire alarm in a single node
- Compatible with a wide range of detectors and devices including Siemens high performance **ASA***technology™* with or without CO as well as traditional cost-competitive detectors and I/O modules with built-in isolation
- High-level interface fully integrates with intelligent VESDA detectors offering a competitive detection solution for datacenters and clean rooms
- Sophisticated Operator Interface with color-coded events provides at-a-glance insight to the nature of the alarm
- 8-Channel audio system supporting 300 digital messages that exceeds government and Mass Notification System (MNS) specifications
- Practical migration path from MXL creates cost-effective solution for modernizing older nodes
- True ring topology for survivability and reduced wiring cost

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Equipment List

Qty	Ref #	Description
1	500-033240	NETWORK INTERFACE CARD - H-NET,OR X-NET, AND CAN ONE CARD SLOT CC-5/ CC-2
2	500-033420	REMOTE NETWORK INTERFACE (REQUIRED FOR REMOTE, LVM,FMT SCM/LCM/ FCM APPLICATIONS) MOUNTS IN REMBOX'S
2	500-633772	SMALL REMOTE LOBBY ENCLOSURE PROVIDES MOUNTING SPACE FOR, LVM OR FMT OR REMOTE SWITCH AND LED OR FMT OR REMOTE SWITCH AND LED FIELD MOUNTED
44	S54320-F5-A1	Heat detector
345	S54320-F7-A1	Multi-Crit. Fire Det.
76	S54370-B1-A1	RELAY VERSION
36	S54370-B2-A1	DUAL INPUT MON MOD WITH ISOLATOR
29	S54370-B4-A1	MINI INPUT MON MOD,BLT-IN ISOLTR FOR PULL STATIONS
195	S54370-B4-A1	MINI INPUT MON MOD,BLT-IN ISOLTR FOR HEAT DET
4	S54430-B8-A1	FIELD DEVICE INTERFACE CARD
3	S54430-C17-A1	DESIGO OPERATOR INTERFACE
1	S54430-C26-A1	12A at 24VDC Pwr Supp w Charger
1	S54811-B104-A1	CLOUD GATEWAY KIT

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Commodity Price Clause

Availability and Cost of Steel, Plastics and Other Commodities

This contract includes a price for the purchase of steel products or products made from plastics or other commodities. Customer hereby agrees and acknowledges that the price and availability of steel, plastics and other commodities is particularly volatile and unpredictable and that because of factors beyond the control of Siemens, it may be difficult or nearly impossible for to acquire steel products and products made from plastics or other commodities. Therefore, Customer agrees that Siemens shall not be responsible for failure to provide services, deliver products, or otherwise perform on the contract due to the lack of available steel products or products made from plastics or other commodities.

In the event Siemens is unable, after reasonable commercial efforts, to acquire and provide steel or steel products, or products made from plastics or other commodities, if required for this project, the Customer hereby agrees that Siemens may terminate the agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Siemens in full for all work performed up to the time of any such termination.

If Siemens is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has increased by more than 10% from the date of the bid, proposal or the date Siemens signed the contract, whichever occurred first, then Siemens may pass through that increase under the contract through a reasonable price increase to reflect the increased cost of material.

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UPGRADE

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Sell Price

Total Quote Price		**$319,627.33**
Labor	$127,954.56	(27 Full day FIS Specialist $2,200 per 8 hr full work day, 93 Hrs FIS PM, 209 Hrs Engineer)
Material	$191,672.77	Siemens Material 2023 Fire Price book

Labor & material rates per Appendix "B" Siemens Hourly Labor And Markup Rates on Service agreement between Monroe County And Siemens industy, Inc.

This price is firm for 60 days from the date of this proposal.

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Payment Terms

Payment Terms Acceptance Agreement

The total price of: $319,627.33 and the estimated return on investment are based on the items outlined in this proposal. ANY STATEMENTS MADE HEREIN REGARDING SAVINGS THAT MAY BE ACHIEVED BY IMPLEMENTING THE SERVICES OFFERED IN THIS PROPOSAL ARE ESTIMATES ONLY. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, SHALL BE CONSTRUED TO ARISE FROM SUCH STATEMENTS, NOR SHALL SUCH STATEMENTS BE CONSTRUED AS CONSTITUTING A GUARANTEE BY SIEMENS THAT SUCH SAVINGS WILL OCCUR IF THE SERVICES ARE IMPLEMENTED.

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Siemens RAM Projects Business Standard Terms and Conditions, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Proposal is valid for thirty (60) days from the delivery date of October 23, 2023 . Payment is due within 30 days of invoice date.

Payment Terms: See mobilization terms on clarifications page
Total: $319,627.33

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Terms & Conditions

The Terms and Conditions of this proposal are those in the Master Agreement between Monroe County, Florida and Siemens Industry, Inc., and are considered part of the proposal.

Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Jose Gonzalez

Name

7885009

Proposal #

$319,627.33

Proposal Amount

October 23, 2023

Date

Accepted by:

MONROE COUNTY

Company

Name (Printed)

Signature

Title

Date

Purchase Order #

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2023

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

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

PRODUCER
MARSH USA LLC.
445 SOUTH STREET
MORRISTOWN, NJ 07960-6454

CN102147003-RAM--23/24 4433 MANGI NOC60

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI Global Insurance Company	41343
INSURER B : Travelers Property Casualty Co. of America	25674
INSURER C : Travelers Casualty & Surety Company	19038
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SIEMENS INDUSTRY, INC.
1000 DEERFIELD PARKWAY
BUFFALO GROVE, IL 60089-4513

COVERAGES **CERTIFICATE NUMBER:** NYC-011722700-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLD1110115	10/01/2023	10/01/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 100,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ INCL
	OTHER:							$
B	AUTOMOBILE LIABILITY			TC2J-CAP-7440L34A-TIL-23	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ N/A
	X OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ N/A
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ N/A
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-8P83929A-23-51-K (AOS)	10/01/2023	10/01/2024	X PER STATUTE OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N N	N/A		UB-8P79233A-23-51-R (AZ,MA,WI)	10/01/2023	10/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TWXJ-UB-7440L338-23 (OH)	10/01/2023	10/01/2024	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
				"""$500K LIMIT / $500K SIR"""			E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 006MZ000006M2KXIAS / BFL2 BAU ES MONROE COUNTY SA RENEWAL

SEE ATTACHED

APPROVED BY RISK MANAGEMENT
BY JRCOLE
DATE 10/11/23 N/attachments
WAIVER N/A X YES

CERTIFICATE HOLDER

MONROE COUNTY BOCC
1100 SIMONTON STREET
KEY WEST, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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AGENCY CUSTOMER ID: CN102147003
LOC #: Morristown

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	SIEMENS INDUSTRY, INC. 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: 006MZ000006M2KXIAS / BFL2 BAU ES MONROE COUNTY SA RENEWAL

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, 1100 SIMONTON STREET, KEY WEST, FL 33040 IS HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT UNDER THE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES.

SUCH INSURANCE AS IS AFFORDED BY THE ADDITIONAL INSURED ENDORSEMENT SHALL APPLY AS PRIMARY INSURANCE & OTHER INSURANCE MAINTAINED BY THE CERTIFICATE HOLDER SHALL BE EXCESS ONLY & NOT CONTRIBUTING WITH INSURANCE PROVIDED UNDER THIS POLICY.

WAIVER OF SUBROGATION IS EFFECTUAL WHERE REQUIRED BY WRITTEN CONTRACT.

COMPLETED OPERATIONS COVERAGE IS INCLUDED IN THE GENERAL LIABILITY POLICY.

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.

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POLICY NUMBER: TC2J-CAP-7440L34A-TIL-23

COMMERCIAL AUTO
ISSUE DATE: 09 29 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED TO ADD AS ADDITIONAL INSURED, BUT ONLY TO COVERAGE AND MINIMUM LIMITS REQUIRED IN A WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **5. Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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HDI GLOBAL INSURANCE COMPANY

MANUSCRIPT ENDORSEMENT # 31

Policy Number	Named Insured
GLD1110115	SIEMENS CORPORATION

Policy Period:	Inception (M-D-Y)	Expiration (M-D-Y)	Effective Date and Time of Endorsement
	10-01-2023	10-01-2024	10-01-2023 12:01 a.m. Standard Time at Address of the Insured.

This Endorsement Changes The Policy. Please Read It Carefully.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Who is an Insured is amended to include as an additional insured any person whom you are required to add as an additional insured on this policy under a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by: 1. Your acts or omissions; or 2. The acts or omissions of those acting on your behalf. The insurance coverage provided to such additional insured applies only to the extent required within the written agreement.

The insurance coverage provided to the additional insured person shall not provide any broader coverage than you are required to provide to the additional insured person in the written agreement and shall not provide limits of insurance that exceed the lower of the Limits of Insurance provided to you in this policy, or the limits of insurance you are required to provide in the written agreement.

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent, or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the written agreement specifically requires that this insurance apply on a primary basis, this insurance is primary. If the written agreement specifically requires this insurance apply on a primary and non-contributory basis this insurance is primary to other insurance available to the additional insured and we will not share with that other insurance.

This endorsement shall prevail over additional insured endorsements that may apply under this policy unless required otherwise in the written agreement.

T P. O'Neill

Authorized Representative

All terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION TO THE EXTENT REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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NAMED INSURED: SIEMENS CORPORATION
POLICY EFFECTIVE: 10/01/2023 TO 10/01/2024

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB-8P83929A-23-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 08-03-23 ST ASSIGN:

HDI GLOBAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AMENDMENT

SCHEDULE

Name, Address and E-Mail Address of Other Person(s) / Organization(s):	Number of Days Notice:
Per schedule on file with the Company.	60 Days, or as required by contract, whichever is less

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

I. If we cancel this policy by notice to you for any statutorily permitted reason other than nonpayment of premium, we shall endeavor to mail, e-mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.

II. A copy of the notice, per paragraph I. above, will be mailed, e-mailed or delivered:

1. To the appropriate addresses corresponding to the person(s) or organization(s) shown in the Schedule above; and
2. The number of days required for notice of cancellation, as provided in paragraph A.2. of the Common Policy Conditions or as amended by an applicable state cancellation endorsement or by the date as shown in the Schedule above.

III. Our failure to provide such advance notification to the person(s) or organization(s) shown in the Schedule of this endorsement will not extend any policy cancellation date nor negate any cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F17
2023-1099

BULK ITEM: Yes

DEPARTMENT: Facilities Maintenance

TIME APPROXIMATE:
N/A

STAFF CONTACT: Willie Desantis

AGENDA ITEM WORDING:

Approval of a 20 year Lease Agreement with Key West Art and Historical Society, Inc. (KWAHS) for the East Martello and the required implementing Resolution. The lease updates all terms and conditions and includes renewal provisions under terms and conditions subject to the approval of the Board of County Commissioners.

ITEM BACKGROUND:

The Key West Art and Historical Society, Inc. (KWAHS) leases Fort East Martello from the County under an original Lease dated April 8, 1998. The Lease provides for use of the premises as a historical museum and art gallery. Fundraising activities give KWAHS the ability to raise revenue needed for routine maintenance on the property and potential capital improvements. The original Lease term was for twenty (20) years, and it expired on April 7, 2018. A First Amendment was approved on August 20, 2014, allowing fundraising activities by KWAHS. On March 21, 2018, the BOCC approved a Second Amendment for an extension of the initial term on a month-to-month basis while a new lease was negotiated and increased the insurance requirements.

KWAHS has proven to be a good steward of the Fort East Martello property and desires to extend its Lease. Fla. Stat. Sec. 125.38 would permit the County to enter into a new lease with KWAHS without the need to advertise seeking any other potential tenants if the property is not needed for other County purposes. Pursuant to Fla. Stat. Sec. 125.38, the BOCC must approve a Resolution setting forth findings as to the purpose for the use, the price or rent, and that KWAHS has requested such use. KWAHS has made a request to continue its use of the Fort East Martello property. The parties have now negotiated a new Lease for an initial term of twenty (20) years commencing December 1, 2023, and terminating November 30, 2043, which also provides for four (4) optional five-year renewals under terms and conditions agreed upon at that time. The rental amount will be $1.00 per year with the initial twenty years' rental amount due upon execution and delivery of the Lease. KWAHS will be responsible for routine maintenance, with the County retaining its discretion to also do maintenance, restoration or repairs, and both the County and KWAHS may make capital improvements pursuant to the terms of the

Lease. Any particular fundraising efforts or grants awarded to KWAHS for an identified capital improvement project must be placed into a restricted account for use only at this location and for that specific purpose. KWAHS will be required to update the BOCC in November annually as to the condition of the property, its improvement projects, programming, report on its revenue and expenses, and other such information. The new Lease also updates County terms and laws, insurance requirements, historic property considerations, and other such provisions.

Staff seeks approval of the new multi-year Lease Agreement with KWAHS and approval of the accompanying Resolution pursuant to Fla. Stat. Sec. 125.38.

PREVIOUS RELEVANT BOCC ACTION:

March 21, 2018 BOCC approved the Second Amendment on an extension of the lease on a month-to-month basis pending the negotiations and execution of a of a new multi-year lease and revised insurance requirements.

August 20, 2014 BOCC approved the First Amendment to allow fundraising activities by KWAHS.

August 8, 2000 Quitclaim Deed from the United States of America, acting by the Secretary of the Navy, Southern Division, Naval Facilities Engineering Command as Grantor to the Monroe County Board of County Commissioners as Grantee, which conveyed the East Martello Battery property to the County.

April 8, 1998 BOCC approved the original Lease for a twenty (20) year term commencing April 8, 1998, and terminating on April 7, 2018.

CONTRACT/AGREEMENT CHANGES:
New multi-year Lease for the property. Lessee will be responsible for maintenance and capital improvements with annual reporting requirements. County at its discretion may also provide for maintenance, repairs, and capital improvements.

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

RESOLUTION 11-8-23 (final legal stamped).pdf
11-19-2022 to 11-19-2023-Key West Art Historical - COI-Exec.pdf
2nd Amendment 03_21_2018_Month to Month_East Martello-Exec.pdf
082014_Amendment to Lease Agreement_Exec_Item C-25.pdf
10-18-2000_E Martello_Quitclaim Deed.pdf
Lease-04-08-1998.pdf
LEASE AGREEMENT - East Martello - KWAHS (rev final with exhibits for 11-8-23 legal stamped).pdf

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FINANCIAL IMPACT:

Effective Date: December 1, 2023

Expiration Date: November 30, 2043

Total Dollar Value of Contract: $20.00 for initial twenty-year term

Total Cost to County: N/A

Current Year Portion: N/A

Budgeted: Yes

Source of Funds:

CPI: No

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: Yes **If yes, amount: $1.00/year**

Grant: N/A

County Match:

Insurance Required: Yes – COI provided

Additional Details: There is an initial 20-year term at a rental amount of $1.00 per year, with the full amount of $20.00 to be paid upon execution and delivery of the Lease. The Lease provides for four (4) optional renewal terms of five (5) years each upon terms and conditions to be agreed upon at that time.

RESOLUTION NO. _____ -2023

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, APPROVING A TWENTY (20) YEAR LEASE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AND THE KEY WEST ART AND HISTORICAL SOCIETY, INC. ("KWAHS"), A NOT FOR PROFIT ORGANIZATION, TO ENTER INTO A NEW LEASE OF COUNTY-OWNED LAND, LOCATED AT 3501 SOUTH ROOSEVELT BLVD., KEY WEST, FLORIDA, TO PROVIDE A MUSEUM AND ART GALLERY AND RELATED ACTIVITIES FOR THE LOCAL COMMUNITY AT THE FORT EAST MARTELLO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.38, Florida Statutes, authorizes not for profit organizations organized for the purposes of promoting community interest and welfare who desire the use of real property owned by the County or its board of county commissioners that is not needed for other County purposes, to apply to the board of county commissioners to lease such property; and

WHEREAS, if the Board is satisfied the desired property is required for such use and is not needed for other purposes, the County may, by a duly adopted resolution of the Board, lease the property to the not for profit organization at a fixed price, whether nominal or otherwise, regardless of the value of the property, with no advertisement required; and

WHEREAS, pursuant to the Fla. Stat., Sec. 125.38, the adopted resolution must recite the fact that an application has been made, the purpose for which the leased property is to be used, the rent and terms of the lease; and

WHEREAS, in February 1965, the Key West Art and Historical Society, Inc., was officially incorporated as a Florida not for profit organization with a current mission to preserve the culture of the Florida Keys through exhibiting and displaying regional art, architecture and history for the purpose of educating the community and visiting public; and

WHEREAS, the County owns the premises described as 3501 South Roosevelt Blvd., Key West, Monroe County, Florida 33040, located on the outskirt of the Key West International Airport, with said property known as Fort East Martello, ("Property"), after having acquired said Property from the United States of America on August 8, 2000; and

WHEREAS, the County and KWAHS entered into a Lease Agreement dated April 8, 1998, ("Original Lease") for a twenty (20) year initial lease term commencing on April 8, 1998, and terminating on April 7, 2018, at an annual rental fee of One and 00/100 ($1.00) Dollar, and the KWAHS has been operating under that Original Lease since April 8, 1998; and

WHEREAS, on August 20, 2014, the County approved an Amendment to the Lease Agreement which allowed the KWAHS to conduct fundraising activities on the Property; and

WHEREAS, on March 21, 2018, the County approved a Second Amendment to the Lease Agreement to extend the term of the Lease on a month-to-month basis pending negotiations for a new Lease and to revise the insurance requirements; and

WHEREAS, KWAHS operates Fort East Martello as a historical museum and art gallery and provides events for the community and visitors to Monroe County to educate them on the history of the Fort East Martello and Monroe County and to conduct fundraising activities to preserve the Property; and

WHEREAS, the KWAHS, as a not for profit organization, has access and is able to receive grants from available programs, including the Monroe County Tourist Development Council, to assist the organization in providing funds for its operations, repairs, maintenance, upkeep, capital improvements, and other museum amenities and programs; and

WHEREAS, the KWAHS desires to continue its lease of the Property for its delivery of services and programming at the Fort East Martello facilities so it may continue to provide a safe recreational environment for the residents and visitors of the historical museum and art gallery and to apply for appropriate grant funding to assist in continued maintenance and repairs and in providing its services, programming, and other amenities; and

WHEREAS, the County and KWAHS desire to enter into this new lease term for an initial twenty (20) year term commencing December 1, 2023, and terminating on November 30, 2043, at an annual rental fee of One and 00/100 ($1.00) Dollar; and

WHEREAS, the Lease provides for an option to renew the Lease after the original term for four (4) additional periods of five (5) years each under the terms and conditions to be agreed upon at the time of renewal; and

WHEREAS, the Property located at 3501 South Roosevelt Blvd., Key West, Florida, is owned by the County and is not needed for other County purposes at this time; and

WHEREAS, it is the desire of the Board to enter into another lease of the County-owned Property located at 3501 South Roosevelt Blvd., Key West, Florida, which is not currently needed for other County purposes, to KWAHS to provide its continued operation of the historical museum and art gallery and other related amenities in order to deliver its services and programming and provide a safe recreational environment for the Key West community; and

WHEREAS, the *Lease Agreement*, attached hereto and made a part of this Resolution as *"Exhibit A",* enters into a new lease of the Property located at 3501 South Roosevelt Blvd., Key West, Florida, to KWAHS for an initial period of twenty (20) years at the rental rate of One and 00/100 ($1.00) Dollar annually, commencing December 1, 2023, and terminating on November 30, 2043, unless earlier terminated.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Board hereby adopts the foregoing as findings of fact.

Section 2. The Board approves the *Lease Agreement* between the Board of County Commissioners of Monroe County, Florida, and the Key West Art and Historical Society, Inc., attached hereto and made a part of this Resolution as "*Exhibit A*", to provide an initial twenty (20) year term with the term to commence December 1, 2023, and terminate on November 30, 2043, at an annual rental fee of One and 00/100 ($1.00) Dollar, allowing for four (4) additional renewal periods of five (5) years each, and allowing the not for profit organization to continue to provide services and programming at Fort East Martello and related facilities for the citizens of Monroe County and visitors to the Key West community.

Section 3. The Board hereby directs the Clerk to transmit a certified copy of this Resolution upon its approval to Michael F. Gieda, Executive Director, Key West Art and Historical Society, Inc., 281 Front Street, Key West, Florida 33040.

Section 4. This resolution shall become effective upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 8th day of November, 2023.

Mayor Craig Cates	_____
Mayor Pro Tem Holly Merrill Raschein	_____
Commissioner Michelle Lincoln	_____
Commissioner James K. Scholl	_____
Commissioner David Rice	_____

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor Craig Cates

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 10/24/2023

EXHIBIT “A”

Lease Agreement

KEYWEST-29 REGANL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2023

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

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

PRODUCER
Insurance Office of America
13361 Overseas Highway
Marathon, FL 33050

CONTACT NAME: Linda Regan
PHONE (A/C, No, Ext): (305) 537-2782 FAX (A/C, No):
E-MAIL ADDRESS: Linda.Regan@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Key West Art & Historical Society Inc
281 Front Street
Key West, FL 33040

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		6607396H097	11/19/2022	11/19/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X		6607396H097	11/19/2022	11/19/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			CUP2061Y081	11/19/2022	11/19/2023	AGGREGATE	$
	DED X RETENTION $ 5,000							$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Monroe County Board of County Commissioners is additional insured as respects general liability and business auto.

APPROVED BY RISK MANAGEMENT
BY
DATE 3.31.23 GL & AL only
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton St
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Kevin Madok, CPA

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

DATE: October 26, 2018

TO: Alice Steryou
Contract Monitor

FROM: Pamela G. Hancock, D.C.

SUBJECT: March 21st BOCC Meeting

Attached is an electronic copy of Item C11, Second Amendment to Lease Agreement with the Key West Art and Historical Society for its lease of East Martello to extend the current term on a month-to-month basis and increase the insurance requirements, pending execution of a new multi-year lease for the property and updating all terms and conditions, for your handling.

Should you have any questions, please feel free to contact me at ext. 3550. Thank you.

cc: Facilities Supervisor
County Attorney
Finance
File

SECOND AMENDMENT TO LEASE AGREEMENT
KEY WEST ART AND HISTORICAL SOCIETY
MONROECOUNTY

THIS AMENDMENT (hereafter Amendment) is made and entered into this 21th day of March, 2018, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040 (hereinafter "COUNTY" or "LESSOR"), and Key West Art and Historical Society, a non-profit corporation organized and existing under the laws of the State of Florida, whose address is 3501 S. Roosevelt Blvd., Key West, FL 33040 (hereinafter "TENANT" or "LESSEE").

WHEREAS, on the 8th day of April 1998, the LESSEE and the COUNTY entered in to a twenty (20) year lease (hereinafter "Original Lease") for the premises known as the East Martello Tower; and

WHEREAS, under the terms of the Original Lease LESSEE is required to maintain insurance on the premises and pay for any and all charges for ordinary maintenance and care of the premises; and

WHEREAS, the term of the Original Lease expires on April 7, 2018, and LESSEE has requested a new Lease with the COUNTY for an additional multi-year term;

WHEREAS, the COUNTY pursuant to Fla. Stat. Sec. 125.38 may enter into a lease of County owned property with a not-for-profit organization, which is organized for the purposes of promoting community interest and welfare, and the property is not needed for County purposes; and

WHEREAS, the COUNTY and LESSEE now desire to amend Exhibit "B" to the Original Lease to provide for the current insurance and hold harmless and indemnification requirements; and

WHEREAS, the COUNTY and LESSEE now desire to enter into a new Lease of the East Martello Tower property and are in negotiations to finalize the terms of a new Lease to include, but not limited to, current laws and regulations, updated insurance requirements, historic property considerations, and other such terms and conditions; and

WHEREAS, the parties now desire to extend the current term of the Original Lease, as amended, on a month-to-month basis, pending the execution of a new multi-year Lease for the property;

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties agree as follows:

SECTION 1. The Original Lease is amended to reflect that upon the expiration of the Original Lease on April 7, 2018, that the term of the Lease shall be extended to continue on a month-to-month basis until the execution of a new Lease by all parties.

SECTION 2. Paragraph 2 f. of the Original Lease, as amended, is hereby amended to read as follows:

2. It is further understood and agreed by and between the LESSOR and LESSEE that the LESSEE will:

f. During the extended term of this lease take out the necessary liability automobile, and workers' compensation insurance described in "Revised Exhibit B", which is attached and incorporated into this Lease Agreement to save and keep the LESSOR harmless against any and all liability resulting from injuries to person or property on or about the leased premises by reason of its occupancy or use thereof.

SECTION 3. In all other respects, the Original Lease dated April 8, 1998, and the Amendment to Lease Agreement dated August 20, 2014, not inconsistent herewith, remain in full force and effect.

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

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA
LESSOR

BY: _____
Mayor/Chairperson

(CORPORATE SEAL)
ATTEST:

By: Cori Colvenaire
Witness

Print Name: _____

Date: 3·6·2018

KEY WEST ART AND HISTORICAL
SOCIETY, INC.
LESSEE

BY: Michael F Gieda

Print Name: MICHAEL F GIEDA

Title: EXECUTIVE DIRECTOR

FILED FOR RECORD
2018 OCT 26 PM 12:20
CLERK CIR. CT.
MONROE COUNTY, FL.

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 3-6-18

PE
10-24-18

"REVISED EXHIBIT B"

General Insurance Requirements for Organizations/Individuals Leasing County-Owned Property

Prior to the Organization or Individual taking possession of the property owned by the County, or commencing its concessionaire operations, the Organization/Individual shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this lease/rental agreement.

The Organization/Individual will not be permitted to occupy or use the property until satisfactory evidence of the required insurance has been furnished to the County as specified below.

The Organization/Individual shall maintain the required insurance throughout the entire term of this lease/rental agreement and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate termination of the lease/rental agreement and the return of all property owned by the County.

The Organiation/Individual will be held responsible for all deductibles and self insured retentions that may be contained in the Organization/Individual's Insurance policies.

The Organization/Individual shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
  or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Organization/Individual's insurance shall not be construed as relieving the Organization/Individual from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, will be included as "Additional Insured" on all policies. They will also be named as "Loss Payee" with respect to Fire Legal Exposure.

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

ALL RISK PROPERTY INSURANCE REQUIREMENTS
FOR
LEASES/RENTALS OF COUNTY-OWNED PROPERTY
FOR
CONTRACT _____
BETWEEN
MONROE COUNTY, FLORIDA
AND
_____

Prior to the Organization/Individual taking possession of the property governed by this lease/rental agreement, the Organization/Individual shall obtain All Risk Property Insurance (to include the perils of Flood and Wind) with limits no less than the Replacement Cost Value of the property leased or rented. Coverage shall be maintained throughout the life of the Lease/Rental Agreement and include, as a minimum, liability coverage for:

Fire	Lightning	Vandalism
Sprinkler Leakage	Sinkhole Collapse	Falling Objects
Windstorm	Smoke	Explosion
Civil Commotion	Aircraft and Vehicle Damage	Flood

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

GENERAL LIABILITY INSURANCE REQUIREMENTS
FOR
LEASE/RENTAL OF PROPERTY OWNED BY THE COUNTY
FOR
CONTRACT _____
BETWEEN
MONROE COUNTY, FLORIDA
AND
_____

Prior to the Organization/Individual taking possession of the property governed by this lease/rental agreement, the Organization/Individual shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Fire Legal Liability (with limits equal to the fair market value of the leased property.)

The minimum limits acceptable is:

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

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

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

BUSINESS AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS
FOR
LEASES/RENTALS OF COUNTY-OWNED PROPERTY
FOR
CONTRACT _____
BETWEEN
MONROE COUNTY, FLORIDA
AND
_____

Prior to the Organization/Individual taking possession of the property governed by this lease/rental agreement, the Organization/Individual shall purchase Business Automobile Liability Insurance. Coverage shall be maintained throughout the life of the Lease/Rental Agreement and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles
- Physical Damage Protection (if the leased property is a County-owned vehicle)

The minimum limits acceptable is:

$300,000 Combined Single Limit (CSL)
ACV for Physical Damage

The Monroe County Board of County Commissioners will be named as Additional Insured on all policies issued to satisfy the above requirements. In addition, if the lease/rental agreement involves County-owned vehicles, the Monroe County Board of County Commissioners will be named as "Loss Payee" with respect to the physical damage protection.

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

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

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

$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$100,000 Bodily Injury by Disease, each employee

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

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

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

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

WC1

Indemnification, Hold Harmless and Defense for Organizations/Individuals Leasing County-Owned Property

The Organization/Individual covenants and agrees to defend, indemnify and hold harmless Monroe County Board of County Commissioners, and its elected and appointed officers, officials, agents, servants, and employees from any and all claims, demands, or causes of action for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, costs, penalities, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the Organization/Individual utilizing the property governed by this lease/rental agreement. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

PROP

KEYWEST-29 CAPWELLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2018

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

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

PRODUCER	CONTACT NAME: Jolene Allen
Johnsons Insurance Agency a Division of IOA 13361 Overseas Hwy Marathon, FL 33050	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Jolene.Allen@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Key West Art & Historical
281 Front Street
Key West, FL 33040

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		I6607396H097PHX17	11/19/2017	11/19/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		I6607396H097PHX17	11/19/2017	11/19/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

APPROVED BY RISK MANAGEMENT
BY
DATE 10/24/18
WAIVER N/A YES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
East Martello Location, 3501 S. Roosevelt Blvd., Key West FL 33040
When required by written contract Blanket Additional Insured applies as respects: General Liability on a primary and non-contributory basis for ongoing and completed operations per form CG D1 86 11 03; and for Automobile Liability on a primary and non-contributory basis per CG D1 86 11 03.

CERTIFICATE HOLDER

Monroe County Board of County Commissoners
1100 Simonton Street
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Desiree Denson

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2015 Edition

MONROE COUNTY, FLORIDA

Request For Waiver of Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: KEY WEST ART & HISTORICAL SOCIETY

Contract for: FORT EAST MARTELLO

Address of Contractor: 281 FRONT STREET KEY WEST, FL 33040

Phone: 305-295-66016 X 103

Scope of Work: LEASE HOLDER FOR FEM

Reason for Waiver or Modification: COST OF PREMIUM PER SECOND AMENDMENT Insurance requirements will be addressed again in upcoming new Lease,

Policies or Coverages Waiver will apply to: PROPERTY INSURANCE

Signature of Contractor: [signature]

Approved X Not Approved ____

Risk Management [signature]

Date: 10-24-18

County Administrator appeal:

Approved: ____ Not Approved: ____

Date: ____

Board of County Commissioners appeal:

Approved: ____ Not Approved: ____

Meeting Date: ____

Administrative Instruction 7500.5

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AMENDENT TO LEASE AGREEMENT
KEY WEST ART AND HISTORICAL SOCIETY
MONROECOUNTY

THIS AMENDMENT (hereafter Amendment) is made and entered into this 20th day of August, 2014, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040 (hereinafter "COUNTY" or "LESSOR"), and Key West Art and Historical Society, a non-profit corporation organized under and existing under the laws of the State of Florida, whose address is 3501 S. Roosevelt Blvd., Key West, FL 33040 (hereinafter "TENANT" or "LESSEE").

WHEREAS, on the 8th day of April 1998, the LESSEE and the COUNTY entered in to a 20 year lease (hereinafter Original Lease) for the premises known as the East Martello Tower; and

WHEREAS, under the terms of the Original Lease LESSEE is required to maintain insurance on the premises and pay for any and all charges for ordinary maintenance and care of the premise; and

WHEREAS, LESSEE desires to hold fundraising events on the premises to generate the funds required to meet there obligations under the terms of the Original Lease; and

WHEREAS, the Original Lease is silent as to LESSEE's ability to host fundraising events on the premises; and

WHEREAS, the COUNTY has no objection to the LESSEE holding fundraising events on the premises and the parties desire to update the lease to allow LESSEE to host fundraising events, now, therefore,

IN CONSIDERATION of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties agree as follows:

SECTION 1. The original agreement is amended to add paragraph "11" and shall read as follows:

11. Upon written approval from the Director of Airports or his designee LESSEE may hold fundraising events on the premises. To obtain approval, LESSEE shall submit a proposal no later than 30 days prior to the fundraising event. The proposal shall provide a description of the event and an estimate of the number of attendees expected at the event. The proposal shall also address parking, traffic control and security needs and include LESSEE's plan for providing for these needs. The COUNTY will review the proposal and, at its discretion, may either approve or disapprove the event in writing.

SECTION 2. In all other respects, the original agreement dated April 8, 1998 not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF each party hereto has caused this agreement to be executed in duplicate by its duly authorized representative.

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

By Lindsay Ballard
Deputy Clerk
Date August 20th, 2014

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By Sylvia J. Murphy
Mayor Sylvia Murphy

(CORPORATE SEAL)
ATTEST:

By _____
Witness

Date _____

KEY WEST ART AND HISTORICAL SOCIETY

By Michael F. Gieda
Michael F. Gieda, Executive Director

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 8/5/14

QUITCLAIM DEED

STATE OF FLORIDA)

COUNTY OF MONROE)

I. **THIS QUITCLAIM DEED**, made this the 8th day of AUGUST, 2000, between the UNITED STATES OF AMERICA, also referred to as the Government, acting by and through the Secretary of the Navy, Southern Division, Naval Facilities Engineering Command, under and pursuant to the powers and authority of Article 4, Section 3, Clause 2 of the Constitution of the United States, and pursuant to provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949, (63 Stat.377), as amended, and 49 U.S.C. Sections 47151 - 47153 (formally known as the Surplus Property Act of 1944 (58 Stat. 765), as amended), a delegation from the Administrator of General Services to the Secretary of Defense and subsequent delegation to the Secretary of the Navy, and regulations and orders promulgated thereunder, party of the first part, as **GRANTOR**, and Monroe County Board of County Commissioners, as **GRANTEE**, a public agency created, operated, and existing under and by virtue of the laws of the State of Florida, and designated by the State of Florida as the public agency to operate, maintain and develop public airports.

II. **WITNESSETH**, for and in consideration of the assumption by the **GRANTEE** of all the obligations and the **GRANTEE**'s covenant to abide by and agreement to take the Property subject to all terms, reservations, restrictions, conditions and covenants, all as set out in this Quitclaim Deed (hereinafter referred to as the Deed), the **GRANTOR** has released and quitclaimed to the **GRANTEE**, its successors and assigns, without warranty, express or implied, under and subject to the obligations, terms, reservations, restrictions, conditions, and covenants, all as hereinafter expressed and set out, all right, title, interest, claim, and demand which the **GRANTOR** has in and to that certain Property situated, lying and being in the County of Monroe, in the State of Florida, formerly known as East Martello Battery, Naval Air Station, Key West, Florida, and described in detail in **EXHIBIT "A"** hereof, for the use stated therein (hereinafter referred to as the "Property"), including a non-exclusive use ingress and egress easement to the Property over Government Road.

III. **WHEREAS**, all the Property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the Secretary of the Navy, is available for disposal and its disposal has been heretofore authorized by the Secretary of the Navy, acting pursuant to the above referred to laws, regulations and orders.

IV. **TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim

whatsoever of the **GRANTOR**, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed, to the only proper use, benefit and behalf of the **GRANTEE**, its successors and assigns forever; and subject to all existing easements and rights-of-way for roads, highways, pipeline and public utilities, if any, whether of public record or not.

V. **NOW THEREFORE**, by the acceptance of this Deed or any rights hereunder, the **GRANTEE**, for itself, its successors and assigns, agrees that the transfer of all the Property transferred by this Deed is accepted subject to the following terms, restrictions, reservations, covenants, and conditions set forth in subparagraphs (A) and (B) of this paragraph, which shall run with the land, provided that the Property, both real and personal, transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all of the obligations upon the **GRANTEE** by the provisions of this Deed with respect to the Property being transferred.

A. That, except as provided in subparagraph (A) of numbered paragraph VI, the Property transferred by this Deed shall be used for public airport purposes for the use and benefit of the public, on fair and reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the Airport within the meaning of the term "exclusive right" as used in subparagraph (C) of the numbered paragraph VI. As used in this Deed, the term "Airport" shall be deemed to include all land easements, buildings, facilities, structures improvements and equipment (both real and personal), including revenues and proceeds derived therefrom, used for public airport purposes.

B. That, except as provided in subparagraph (A) of the numbered paragraph VI, the entire landing area, as defined in 49 U.S.C. Section 40102(a)(28), formally known as Section 101 of the Federal Aviation Act of 1958, as amended, and Federal Aviation Regulations pertaining thereto, and all structures, improvements, buildings, facilities and equipment in which this Deed transfers any interest, shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, buildings, improvements, facilities and equipment only during the useful life thereof, as determined by the Secretary of the U.S. Department of Transportation, acting by and through the Administrator of the Federal Aviation Administration, or his/her successor in function, (hereinafter referred to as FAA). In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities, buildings or equipment, they may be procured by demolition of other structures, improvements, buildings, facilities or equipment transferred hereby and located on the above land which have outlived their use as Airport Property in the opinion of the FAA.

VI. FURTHER, by the acceptance of this Deed or any rights hereunder, the **GRANTEE** for itself, its successors and assigns, also assumes the obligation of, covenants to abide by and agree to, and this transfer is made subject to, the following terms, conditions, covenants, reservations and restrictions set forth in subparagraphs (A) to (T), inclusive, of this paragraph, which shall run with the land: Provided, that the Property transferred hereby may be successively transferred

only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the **GRANTEE** by the provisions of this Deed.

A. That no Property transferred by this Deed shall be used, leased, sold, salvaged, or disposed of by the **GRANTEE** for other than Airport purposes without the written consent of the FAA, which consent shall be granted only if the FAA determines that the Property can be used, leased, sold, salvaged, or disposed of for other than Airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport at which such Property is located pursuant to 49 U.S.C. 47151-47153, formally known as the Surplus Property Act of 1944, as amended.

B. Property transferred for the development, improvement, operation or maintenance of the Airport shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination and without grant or exercise of any exclusive right for use of the Airport within the meaning of the term "exclusive right" as used in subparagraph C of this paragraph. In furtherance of this covenant (but without limiting its general applicability and effect) the **GRANTEE** specifically agrees (1) That it will keep the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses. Provided, that the **GRANTEE** may establish such fair, equal, and not unjustly discriminatory conditions to be met by all user of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided, further, that the **GRANTEE** may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport to serve the civil aviation needs of the public; (2) That in its operation and the operation of facilities on the Airport, neither it nor any person or organization occupying space or facilities thereupon will discriminate against any person or class of persons by reason of race, color, creed, age, religion, sex, handicap, or national origin in the use of any of the facilities provided for the public on the Airport; (3) That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the **GRANTEE** will insert and enforce provisions requiring the contractor: (a) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and (b) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers; (4) That the **GRANTEE** will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its won aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform; (5) That in the event the **GRANTEE** itself exercises any of the rights and privileges referred to in subsection (3) above, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the **GRANTEE** under the provisions of such subsection (3) of this paragraph VII.B.

C. The **GRANTEE** will not grant to, or permit any exclusive right, which is forbidden by FAA requirements, and as described in 49 U.S.C. Section 40103(e), formally known as

Section 308 of the Federal Aviation Act of 1958, as amended, and 49 U.S.C. Section 47152(3)(A) & (B), for the use of the Airport, at which the property described herein is located, by any person or persons to the exclusion of others in the same class and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the **GRANTEE** specifically agrees that, unless authorized by the FAA, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the Airport including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales, and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. The **GRANTEE** further agrees that it will terminate as soon as possible and no later than the earliest renewal, cancellation, or expiration date applicable thereto, any exclusive right existing at any Airport owned or controlled by the **GRANTEE** or hereafter acquired and that, thereafter, no such right shall be granted. However, nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature or to obligate the **GRANTEE** to furnish any particular non-aeronautical service at the Airport.

D. The **GRANTEE** shall, insofar as it is within its powers and to the extent reasonable, adequately clear and protect the Airport by removing, lowering, relocating, marking, lighting, or otherwise mitigating existing Airport hazards and by preventing the establishment or creation of future Airport hazards. The **GRANTEE** will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, or by any other reasonable means, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in areas of the RPZ which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations [14 CFR Part 77], and, as applicable, according to the approved Airport Layout Plan. In addition, the **GRANTEE** will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation of the Airport in or on any portion of a runway approach area in which the **GRANTEE** has control over, or has acquired, or hereafter acquires, property interests permitting the **GRANTEE** to so control, the use made of the surface of the land or airspace or by the adoption and enforcement of zoning regulations or by any other reasonable means take action to restrict the use of the land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal Airport operations including landing and takeoff of aircraft.

E. The **GRANTEE** will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the FAA, the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport other than facilities owned or controlled by the United States and will not permit any activity thereon which would interfere with its use for Airport purposes: Provided, that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when hurricanes, flood, or other climatic conditions interfere with such operation and

maintenance, nor shall anything herein be construed to require the repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the **GRANTEE.**

F. That the **GRANTEE** will make available all facilities of the Airport at which the Property described herein is located or developed, and all those usable for the landing and taking off of aircraft, to the United States at all times, without charge, for use by government aircraft in common with other aircraft, except that if the use by government aircraft in common with other aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the GRANTEE and the Government, substantial use of the Airport by Government aircraft will be considered to exist (1) when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft or (2) during any calendar month that either (a) five (5) or more Government aircraft are regularly based at the Airport or on land adjacent thereto, or (b) the total number of movements (counting each landing as a movement and each take-off as a movement) of Government aircraft is 300 or more, or (c) the gross accumulative weight of Government aircraft using the Airport (the total movements of such Government aircraft multiplied by the gross certified weight of such government aircraft) is in excess of five million pounds.

G. That during any national emergency declared by the President of the UNITED STATES OF AMERICA or the Congress thereof, including any existing national emergency, the Government shall have the right to make exclusive or non-exclusive use and have exclusive or non-exclusive control and possession, without charge, of the Airport, or of such portion thereof as it may desire, provided, however, that the government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession and control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use non-exclusively or over which it may have non-exclusive control and possession: Provided, further, that the government shall pay a fair rental as just compensation for its use, control, or possession, exclusively or non-exclusively, of any improvement to the Airport made without United States aid and never owned by the United States.

H. The **GRANTEE** does hereby release the government, and will take whatever action may be required by the FAA to assure the complete release of the government from any and all liability the government may be under for restoration or other damages under any lease or other agreement covering the use by the United States of the Airport, or any part thereof, owned, controlled, or operated by the **GRANTEE** upon which, adjacent to which, or in connection with which, the Property was located or used: Provided, that this release shall not be construed as depriving the **GRANTEE** of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act [49 App. U.S.C.A. Section 1116] for the necessary rehabilitation or repair of the Airport heretofore or hereafter substantially damaged by the Government.

I. The **GRANTEE** does hereby release, save, defend, indemnify and hold harmless the Government, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, and costs (including but not limited to consulting, engineering, clean-up, disposal or restoration costs, investigator's fees, attorney fees) and damages (including but not limited to personal injury, death, and Property damage) directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the possession, use or occupancy by the **GRANTEE**, (including the **GRANTEE**'s officers, agents, employees, tenants, customers, or tenant customers, third persons, or invitees), of the Property, both real and personal, transferred by this Deed., or attributable or incident to the physical condition or state of repair of the Property transferred by this Deed, or any activities conducted or services furnished in connection with or pursuant to the Property transferred by this Deed.

J. That whenever so requested by the FAA, **GRANTEE** will furnish without cost to the Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings and/or facilities of the **GRANTEE** located on the airport or at which the Property described herein is located, as the FAA may consider necessary or desirable for use and/or construction at government expense of space or facilities for such purposes. The **GRANTEE** will make available such areas or any portion thereof for the purposes provided herein within four (4) months after receipt of written request from the FAA, if such are or will be available.

K. The **GRANTEE** will: (1) furnish the FAA with annual or special Airport financial and operational reports as may be reasonably requested using either forms furnished by the FAA or in such manner as it elects so long as the essential data are furnished, and (2) upon reasonable request by the FAA, make available for inspection by any duly authorized representative of the FAA the Property described herein, and all Property records and documents affecting the Property, including deeds, leases, operation and use agreements, regulations, and other instruments, and will furnish to the FAA a true copy of any such document which may be reasonably requested.

L. The **GRANTEE** will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform or comply with all the terms, covenants, conditions, restrictions, and reservations set forth in this Deed unless by such transaction the obligation to perform or comply with all such terms, covenants, conditions, restrictions, and reservations is assumed by another public agency found by the FAA to be eligible as a public agency, as the term "public agency" is defined in 49 U.S.C. Section 47102(15), to assume such obligation and have power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Property by any agency or person other than the **GRANTEE**, the **GRANTEE** will reserve sufficient rights and authority to insure that the Property will be operated and maintained in accordance with the terms, covenants, conditions, reservations, and restrictions in this Deed, any applicable Federal statutes, and Federal Regulations.

M. That the **GRANTEE** will keep up to date at all times an Airport Layout Plan of the Airport at which the Property described herein is located showing: (a) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the **GRANTEE** for Airport purposes and proposed additions thereto; (b) the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing Airport facilities; and (c) the location of all existing and proposed nonaviation areas and of all existing improvements thereon and uses made thereof. Such Airport Layout Plan and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the Airport Layout Plan. The **GRANTEE** will not make or permit the making of any changes or alterations in the Airport or in any of its facilities which are not in conformity with the Airport Layout Plan as so approved by the FAA, and which might, in the opinion of the FAA, adversely affect the safety, utility, or efficiency of the Airport.

N. That if at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport or Property, described herein, the existence of which creates an undue risk of interference with the operation of the Airport or the performance or compliance with the terms, covenants, conditions, restrictions and reservations set forth herein, the **GRANTEE** will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

O. The terms, covenants, conditions, restrictions, and reservations set forth in this Deed are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity. The terms, reservations, restrictions, covenants, and conditions contained in this Deed shall be inserted by the **GRANTEE** verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof.

P. The operation of the Airport shall be subject to such regulations as may be prescribed by the FAA from time to time, and the **GRANTEE**, its successors and assigns, shall comply with all pertinent laws, ordinances, rules, orders, guidelines, or other applicable regulations and shall hold the **GRANTOR** harmless from any and all liabilities or penalties which may be imposed by reason of any asserted violation thereof by the **GRANTEE**. All rights and powers reserved to the **GRANTOR** or the FAA, and all references in this Deed to **GRANTOR** or FAA shall include successors in function. The **GRANTOR** may agree in writing, after obtaining the concurrence of the FAA, to waive, eliminate, or reduce the obligations contained in this Deed.

Q. That in the event that any of the aforesaid terms, conditions, covenants, reservations, or restrictions are not met, observed, or complied with by the **GRANTEE** or any subsequent transferee, successor or assign, whether caused by the legal inability of said **GRANTEE** or any subsequent transferee, successor or assign, to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this Deed to the

GRANTEE, or any portion thereof, shall at the option of the Government, acting by and through the FAA, revert to the Government in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the FAA. If within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, and complied with, or, if within said sixty (60) days the **GRANTEE** shall have commenced the actions necessary to bring the **GRANTEE** into compliance with all such terms, conditions, covenants, reservations and restrictions of this Deed in accordance with a compliance schedule approved by the FAA, then said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously terminated or reverted, shall remain vested in the **GRANTEE**, its transferees, successors and assigns. This option of reversion shall be a continuing one, and may be exercised by Government any time the FAA determines the aforesaid terms, covenants, conditions, reservations, or restrictions are not met, observed or complied with by the **GRANTEE** or any subsequent transferee, successor or assignee.

R. All local taxes on aviation fuel generated at the Airport (except taxes in effect on December 30, 1987) and all the revenues generated by the Airport shall be used for exclusively for the capital or operating costs of

i. the Airport;
ii. the local airport system; or
iii. any other local facility that is owned or operated by the **GRANTEE** and that is directly and substantially related to the air transportation of passengers or property;

PROVIDED that the aforesaid limitations on the use of airport revenue shall not apply if a provision enacted not later than September 2, 1982, in a law controlling financing by the **GRANTEE**, or a covenant or assurance in a debt obligation issued not later than September 2, 1982, by the **GRANTEE**, provides that the revenues, including local taxes on aviation fuel at the Airport, from any of the facilities of the **GRANTEE**, including the airport, be used to support not only the airport but also the general debt obligations or other facilities of the **GRANTEE**: PROVIDED FURTHER that, the aforesaid limitation shall not be construed to prevent the use of a State tax on aviation fuel to support a State aviation program or the use of airport revenue on or off the airport for a noise mitigation program.

S. That if the construction as covenants of any of the reservations and restrictions recited in this Deed as covenants or the application of the same as covenants in any particular instance is held invalid, or the particular reservations and restrictions recited in this Deed as covenants or the application of the same as covenants in any particular instance is held invalid, then the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which Government, acting by and through the FAA, may exercise its option to cause the title, interest, right of possession, and all other rights transferred to **GRANTEE**, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

T. The failure of the Government to insist in any one or more instances upon complete performance of any of the terms, covenants, conditions, reservations, or restrictions in this Deed

shall not be construed as a waiver or a relinquishment of the future performance of any such terms, covenants, conditions, reservations, or restrictions, and the obligations of the **GRANTEE**, its successors and assigns, with respect to such future performance shall continue in full force and effect.

VII. AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto and the **GRANTEE**, by its acceptance of this Deed, acknowledges its understanding of the agreement, and agrees that, as part of the consideration for this Deed, the **GRANTEE** covenants and agrees for itself, its successors and assigns, that: (1) The program for or in connection with which this Deed is made will be conducted in compliance with, and the **GRANTEE**, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the U.S. Department of Transportation, the FAA, and 49 CFR Part 21, and any subsequent amendments thereto, issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended; (2) This covenant shall be subject in all respects to the provisions of said regulations; (3) the **GRANTEE**, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) The Government, acting by and through the FAA, shall have the right to seek judicial enforcement of this covenant; (5) The **GRANTEE** , its successors and assigns, will: (a) obtain from any person (including any legal entity) who, through contractual or other arrangements with the **GRANTEE**, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the **GRANTEE**, its successors and assigns, by this covenant, and (b) furnish the original of such agreement to the FAA, upon FAA request therefore; and, (6) This covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Government and enforceable by the Government, acting by and through the FAA, against the **GRANTEE**, its successors, and assigns.

VIII. A Finding of Suitability to Transfer (FOST) is attached as **EXHIBIT "B"** to the Deed; an Environmental Baseline Survey (EBS) report is referenced in the FOST; the FOST and EBS reference environmental conditions on the Property and on other Property not subject to this Deed. Those restrictions and environmental conditions described in the FOST and EBS which are applicable to the Property are contained in this Deed. The FOST sets forth the basis for the **GRANTOR**'s determination that the Property is suitable for transfer. The GRANTEE is hereby made aware of the notifications contained in the EBS and the FOST.

The property contains improvements that, due to their age, are likely to have been painted with lead based paint. A Lead Based Paint Disclosure Statement is provided as **EXHIBIT "C"** to this Deed.

GRANTEE hereby acknowledges that non-friable asbestos containing materials (ACM) has been found on the Property. Non-friable ACM is present in the vinyl floor tile, tile mastic,

and a vent pipe flashing material in the bunker. **GRANTEE** shall manage ACM in accordance with applicable laws and regulations.

NOTICE OF HAZARDOUS SUBSTANCE OR PETROLEUM PRODUCT STORED FOR MORE THAN ONE YEAR OR MORE, KNOWN TO HAVE BEEN RELEASED OR DISPOSED OF.

The information contained in this notice is required under the authority of Section 120(h)(3) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. Section 9620 (h)(3).

Based on past use of the facility as a Shore Defense Facility and Mobile Home Community, it is expected that small amounts of hazardous substances were stored on the Property for one year or more. A site inspection performed in 1998, which included surface soil and groundwater sampling, did not detect any concentrations of hazardous substances or petroleum products or their derivatives above Florida Department of Environmental Protection (FDEP) action levels requiring any removal or remedial action. FDEP and the U. S. Environmental Protection Agency (EPA) have concurred with this determination.

GRANTOR covenants and warrants that any response action or corrective action found to be necessary after the date of transfer on those areas where no hazardous substance and no petroleum product or their derivatives were stored for one year or more, released or disposed of shall be conducted by the United States.

GRANTEE covenants that the **GRANTOR** its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, shall have access to the property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. **GRANTEE** agrees to comply with activities of the **GRANTOR** in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the **GRANTOR**. The **GRANTOR** and the **GRANTEE** agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and operations of **GRANTEE**, its successors and assigns, and of any Lessee or any Sublessee of the Property. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable be coordinated with representatives designated by **GRANTEE** or its successors and assigns.

GRANTEE acknowledges that East Martello Battery Bunker, located on the Property, is eligible for placement on the National Registry of Historic Places and is subject to The Standard Architectual and Archeological Preservation Covenant for Transferred Property as approved by the Florida State Advisory Council on Historic Preservation. The Preservation Covenant is included as **EXHIBIT "D"** to this deed.

GRANTOR recognizes its obligations under section 330 of the National Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484).

LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this deed:

EXHIBIT A	PROPERTY Description
EXHIBIT B	Finding of Suitability to Transfer
EXHIBIT C	Lead-Based Paint Hazard Disclosure & Acknowledgement Form
EXHIBIT D	Preservation Covenant

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed to these presents by an authorized Real Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA, acting by and through the Department of the Navy,

BY: _____
Real Estate Contracting Officer

Trent R. Nelson jr
Printed Name:

WITNESSES:

_____
(signature)

Janette G Hill
(please print or type name)

_____
(signature)

Lisa M.N. Robinson
(please print or type name)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me, Gloria L. Smith a Notary Public in and for said County and State, the within named E R Nelson JR, to me well known and known to be the person described in and who executed the foregoing Quitclaim Deed on behalf of the UNITED STATES OF AMERICA, and acknowledged that he, with authority so to do, signed and delivered the foregoing Quitclaim Deed on the day and year therein mentioned as the free act and of the UNITED STATES OF AMERICA.

GIVEN under my hand and official seal of office, this 8th day of August, 2000, Gloria L. Smith, Notary Public for the State of South Carolina.

/s/ Gloria L Smith
My Commission expires: _____

NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires November 29, 2003

CONCURRENCE

_____ ACTING
Commanding Officer
Naval Air Station, Key West, Florida

ACCEPTANCE

The Monroe County Board of County Commissioners does hereby accept this Quitclaim Deed and by acceptance agrees to all of the terms and conditions thereof.

Executed this 18th day of October, 2000.

By: Shirley Freeman

Title: MAYOR

(OFFICIAL SEAL)

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK
BY Isabel C. DeSantis
DEPUTY CLERK

DANNY L. KOLHAGE, Clerk
Attest _____

Title Isabel C. DeSantis, D.C.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY
ROBERT N. WOLFE
DATE 9-20-00

CERTIFICATE OF **GRANTEE'S** ATTORNEY

I, _____, acting as attorney for _____

herein referred to as the "**GRANTEE**," do hereby certify: That I have examined the foregoing Quitclaim Deed and the proceedings taken by the **GRANTEE** relating thereto, and find that the acceptance thereof by the GRANTEE has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Florida, and further that, in my opinion, the Quitclaim Deed constitutes a legal and binding compliance obligation of the GRANTEE in accordance with the terms thereof.

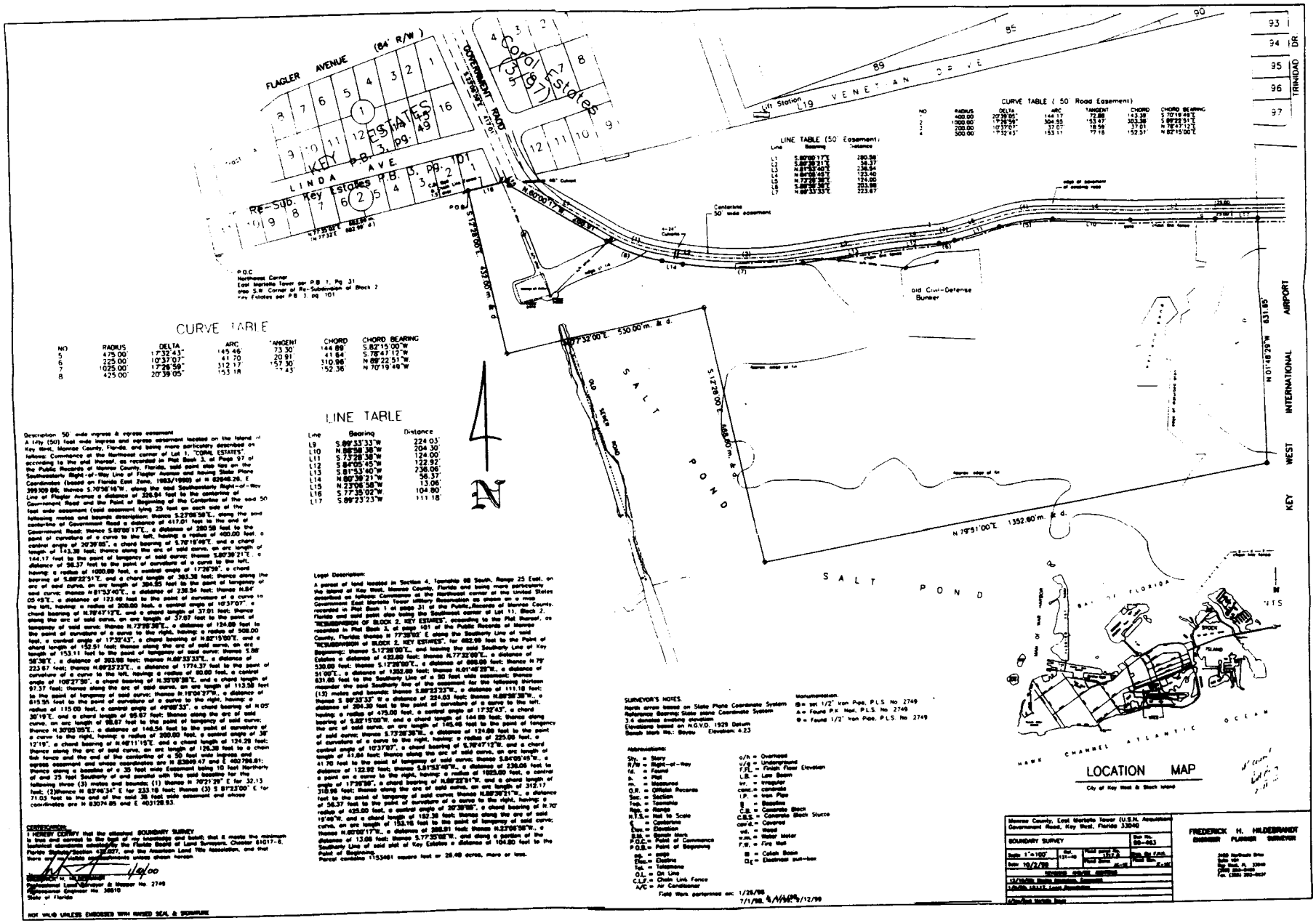
Dated at Key West this 18th day of October, 2000.

/s/ Shirley Freeman

Title Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY ROBERT N. WOLFE
DATE 11-1-00

Exhibit A



CURVE TABLE

NO	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
5	475.00'	17°32'43"	145.46'	73.30'	144.89'	S.82°15'00"W
6	225.00'	10°37'07"	41.70'	20.91'	41.64'	S.75°47'12"W
7	1025.00'	17°26'59"	312.17'	157.30'	310.96'	N 89°22'51"W
8	425.00'	20°39'05"	153.18'	77.43'	152.36'	N 70°19'49"W

LINE TABLE

Line	Bearing	Distance
L9	S.89°33'33"W.	224.03'
L10	N.88°58'38"W.	204.30'
L11	S.73°28'38"W.	124.00'
L12	S.84°05'45"W.	122.92'
L13	S.81°53'40"W.	236.06'
L14	N.80°38'21"W.	56.37'
L15	N.23°06'38"W.	13.06'
L16	S.77°35'02"W.	104.80'
L17	S.89°23'23"W.	111.18'

CURVE TABLE (50' Road Easement)

NO	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	1400.00	29°36'05"	144.17'	72.28'	143.98'	S.70°19'49"E.
2	1000.00	17°26'59"	304.55'	153.17'	303.36'	S.89°22'51"E.
3	2000.00	10°37'07"	37.07'	18.56'	37.01'	N.78°47'12"E.
4	500.00	17°32'45"	153.11'	77.18'	152.51'	N.82°15'00"E.

LINE TABLE (50' Easement)

Line	Bearing	Distance
L1	S.80°00'17"E.	280.98'
L2	S.89°33'33"E.	24.13'
L3	S.89°33'33"E.	24.54'
L4	N.89°33'33"W.	123.68'
L5	N.72°28'38"E.	124.00'
L6	N.72°28'38"E.	124.00'
L7	N.89°33'33"E.	223.67'

Description: 50' wide ingress & egress easement

A fifty (50) foot wide ingress and egress easement located on the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commence at the Northeast corner of Lot 1, "CORAL ESTATES" according to the plat thereof, as recorded in Plat Book 3, at Page 49 of the Public Records of Monroe County, Florida, said point also lying on the Southeasterly Right-of-Way Line of Flagler Avenue (84' R/W); thence along said Right-of-Way Line of Flagler Avenue a distance of 882.99 feet to the centerline of Government Road and the Point of Beginning of the Centerline of the said 50 foot wide easement (said easement lying 25 feet on each side of the said centerline); thence leaving said Right-of-Way Line and bearing and distance S.23°06'38"E., along the said centerline of Government Road a distance of 417.01 feet to the end of Government Road; thence S.80°00'17"E., a distance of 280.98 feet to the point of curvature of a curve to the left, having a radius of 400.00 feet, a central angle of 20°39'05", a chord bearing of S.70°19'49"E. and a chord length of 143.36 feet; thence along the arc of said curve, an arc length of 144.17 feet to the point of tangency of said curve; thence S.89°33'33"E., a distance of 24.13 feet to the point of curvature of a curve to the left, having a radius of 1000.00 feet, a central angle of 17°26'59", a chord bearing of N.89°22'51"E. and a chord length of 303.36 feet; thence along the arc of said curve, an arc length of 304.55 feet to the point of tangency of said curve; thence N.80°38'21"E., a distance of 238.54 feet; thence N.84° 05'45"E., a distance of 123.68 feet to the point of curvature of a curve to the left, having a radius of 2000.00 feet, a central angle of 10°37'07", a chord bearing of N.78°47'12"E. and a chord length of 37.01 feet; thence along the arc of said curve, an arc length of 37.07 feet to the point of tangency of said curve; thence N.73°28'38"E., a distance of 124.00 feet to the point of curvature of a curve to the right, having a radius of 500.00 feet, a central angle of 17°32'43", a chord bearing of N.82°15'00"E. and a chord length of 152.51 feet; thence along the arc of said curve, an arc length of 153.11 feet to the point of tangency of said curve; thence S.89° 56'38"E., a distance of 203.68 feet; thence N.89°33'33"E., a distance of 223.67 feet; thence N.89°23'23"E., a distance of 1774.37 feet to the point of curvature of a curve to the left, having a radius of 80.00 feet, a central angle of 108°27'30", a chord bearing of N.35°09'38"E. and a chord length of 97.37 feet; thence along the arc of said curve, an arc length of 113.00 feet to the point of tangency of said curve; thence N.19°06'37"W., a distance of 815.94 feet to the point of curvature of a curve to the right, having a radius of 115.00 feet, a central angle of 49°48'33", a chord bearing of N.05° 30'19"E. and a chord length of 96.87 feet; thence along the arc of said curve, an arc length of 99.97 feet to the point of tangency of said curve; thence N.30°05'05"E., a distance of 146.54 feet to the point of curvature of a curve to the right, having a radius of 200.00 feet, a central angle of 38° 12'19", a chord bearing of N.48°11'15"E. and a chord length of 134.28 feet; thence along the arc of said curve, an arc length of 136.38 feet to a chain link fence and the end of the centerline of a 50 foot wide ingress and egress easement unless coordinates are in 83049.47 and E 402784.81; ingress easement unless coordinates are in 83049.47 and E 402784.81; thence along a centerline of a 30 foot wide Easement lying 10 feet Northerly of and 20 feet Southerly of and parallel with the said centerline for the following three (3) courses and bearings, (1) thence N 70°21'29" E, 32.13 feet; (2)thence N 83°49'34" E for 233.19 feet; thence (3) S 81°23'00" E for 71.03 feet to the end of the said 30 foot wide easement and whose coordinates are N 83074.85 and E 403128.93.

Legal Description:

A parcel of land located in Section 4, Township 68 South, Range 25 East, on the Island of Key West, Monroe County, Florida and being more particularly described as follows: Commence at the Northeast corner of the United States Government East Martello Tower, military Reservation as shown on a map recorded in Plat Book 1 at page 31 of the Public Records of Monroe County, Florida and said point also being the Southeast corner of Lot 11, Block 2, "RESUBDIVISION OF BLOCK 2, KEY ESTATES", according to the Plat thereof, as recorded in Plat Book 3, at page 101 of the Public Records of Monroe County, Florida; thence N 77°32'00" E along the Southerly Line of said "RESUBDIVISION OF BLOCK 2, KEY ESTATES", for 882.99 feet to the Point of Beginning; thence S.17°28'00"E., and leaving the said Southerly Line of Key Estates, a distance of 432.00 feet; thence N.77°32'00"E., a distance of 550.00 feet; thence S.17°28'00"E., a distance of 680.00 feet; thence N 79° 51'00"E., a distance of 1352.60 feet; thence N.01°48'29"W., a distance of 831.85 feet to the Southerly Line of a 50 foot wide easement; thence N.89°33'33"W., a distance of 224.03 feet; thence N.88°58'38"W., a distance of 204.30 feet to the point of curvature of a curve to the left, having a radius of 475.00 feet, a central angle of 17°32'43", a chord bearing of S.82°15'00"W. and a chord length of 144.89 feet; thence along the arc of said curve, an arc length of 145.46 feet to the point of tangency of said curve; thence S.73°28'38"W., a distance of 124.00 feet to the point of curvature of a curve to the right, having a radius of 225.00 feet, a central angle of 10°37'07", a chord bearing of S.78°47'12"W. and a chord length of 41.64 feet; thence along the arc of said curve, an arc length of 41.70 feet to the point of tangency of said curve; thence S.84°05'45"W., a distance of 122.92 feet; thence S.81°53'40"W., a distance of 236.06 feet to the point of curvature of a curve to the right, having a radius of 1025.00 feet, a central angle of 17°26'59", a chord bearing of N.89°22'51"W. and a chord length of 310.96 feet; thence along the arc of said curve, an arc length of 312.17 feet to the point of tangency of said curve; thence N.80°38'21"W., a distance of 56.37 feet to the point of curvature of a curve to the right, having a radius of 425.00 feet, a central angle of 20°39'05", a chord bearing of N.70° 19'49"W. and a chord length of 152.36 feet; thence along the arc of said curve, an arc length of 153.18 feet to the point of tangency of said curve; thence N.80°00'17"W., a distance of 208.97 feet; thence N.23°06'38"W., a distance of 13.06 feet; thence S.77°35'02"W., and along a portion of the Southerly Line of said plat of Key Estates a distance of 104.80 feet to the Point of Beginning.

Parcel contains 1153461 square feet or 26.48 acres, more or less.

SURVEYOR'S NOTES:

North arrow based on State Plane Coordinate System
Reference Bearing: State plane Coordinate System
3.0' Elevation Bearing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No.: Blocks Elevation: 4.23

Monumentation:
⊕ = set 1/2" iron Pipe, P.L.S. No. 2749
▲ = Found P.K. Nail, P.L.S. No. 2749
⊕ = Found 1/2" iron Pipe, P.L.S. No. 2749

Abbreviations:

Sty.	= Story	o/h	= Overhead
R/W	= Right-of-Way	U/G	= Underground
fd.	= Found	F.F.E.	= Finish Floor Elevation
P.	= Plat	L.B.	= Line Beam
M.	= Measured	tr.	= triangular
O.R.	= Official Records	conc.	= concrete
Sec.	= Section	I.P.	= Iron Pipe
Twp.	= Township	B	= Bearing
Rge.	= Range	Cb	= Concrete Block
N.T.S.	= Not to Scale	C.B.S.	= Concrete Block Stucco
C.	= Centerline	cov'd.	= Covered
Elev.	= Elevation	wd.	= Wood
Bsmt.	= Basement	w.m.	= Water Meter
P.O.C.	= Point of Commence	F.W.	= Fire Well
P.O.B.	= Point of Beginning		
PP	= Power Pole	⊕	= Cable Boxe
Elev.	= Elevation	⊡	= Electrical out-box
F.H.	= Fire Hydrant		
O.L.	= On Line		
C.L.F.	= Chain Link Fence		
A/C	= Air Conditioner		

Field Work performed on: 1/28/98
7/1/98 & 9/12/99

CERTIFICATION:

I HEREBY CERTIFY that the attached BOUNDARY SURVEY is true and correct to the best of my knowledge and belief, that it meets the minimum technical standards set forth by the Florida Board of Land Surveyors in Chapter 61G17-6, Florida Statutes/Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

10/6/00

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE

Monroe County, East Martello Tower (U.S.N. Acquisition)
Government Road, Key West, Florida 33040

BOUNDARY SURVEY

Scale: 1"=100' | Job No. 98-163
Date: 10/2/98

FREDERICK H. HILDEBRANDT
SURVEYOR PLANNER SURVEYOR

FINDING OF SUITABILITY TO TRANSFER
EAST MARTELLO BATTERY
KEY WEST, FLORIDA

1.0 Purpose

This Finding of Suitability to Transfer (FOST) documents my determination, as the responsible Department of Defense (DoD) component official, that 13.96 acres of the real property known as East Martello Battery, Naval Air Station Key West (Subject Property), is environmentally suitable for deed transfer to the City of Key West Navy Properties Local Reuse Authority (NPLRA) for the authorized use as wetlands preservation and passive open space recreation under the terms of the conveyance from the Department of Interior (DOI) and in accordance with the NPLRA Redevelopment Plan. The remaining 26.49 acres are suitable for transfer to Monroe County under a Department of Transportation (DOT), Federal Aviation Authority Public Benefit Conveyance for authorized use as a runway protection zone and obstruction-free zone.

This decision is based upon a review of information contained in the attached Environmental Baseline Survey (EBS) and the Reuse Plan developed by the NPLRA. Factors leading to this decision and other pertinent information related to property transfer requirements are stated below.

2.0 Property Description

The Subject Property is located in Monroe County, Key West, Florida within the boundaries of the City of Key West as more particularly described in the attached EBS. Subject Property is fenced and comprises approximately 40.45 acres and is bounded by Key West International Airport on the east, residential neighborhoods to the north and northwest, and wetlands to the west and south.

3.0 Past Use and Proposed Reuse

Subject Property was acquired by the United States Army during the early 1940s. It was used for shore defense during World War II. The land was transferred to the Navy in 1950. The Navy developed the parcel into a mobile home community. The trailer project was deactivated in 1956. All trailers were removed from the site along with any support buildings. Monroe County Civil Defense used the property under license from the Navy for a civil defense administrative command post from 1985 until 1992. The approved reuse for the Subject Property is as stated in Section 1.0 of this FOST.

4.0 Environmental Condition

All available information concerning the past storage, release, or disposal of any hazardous substances and/or petroleum products on the Subject Property as collected through record searches, available aerial photographs, personnel interviews, and on-site visual inspections conducted is contained in the attached EBS. A hurricane swept over Key West on 25 September 1998; however, the overall environmental condition of the property remains unchanged. The

following paragraphs summarize the EBS findings and corresponding DoD condition of property classifications assigned to the Subject Property.

A. Hazardous Substances Contamination

Based on past use of the facility as a shore defense facility and mobile home community, it is expected that small amounts of hazardous substances were stored on the Subject Property for one year or more, although no records were found to indicate the type or amount of substance which may have been present. The Navy conducted a Site Inspection (SI) of the Subject Property in 1998. The surface soil and groundwater were sampled for volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), inorganics, petroleum, and metals. No VOCs, SVOCs, inorganics, petroleum, or metals were detected in the surface soils above Florida Department of Environmental Protection (FDEP) action levels. Three groundwater monitoring wells were installed during the SI. No VOCs, SVOCs, or inorganics were detected in excess of their screening values in the groundwater. Iron, lead, and zinc were the only chemicals detected in the well samples.

Based upon the information contained in the attached EBS, Subject Property has been classified in accordance with DoD environmental condition of property guidance as Category 3/Light Green (areas where a release of hazardous substances or petroleum products or their derivatives has occurred, but at concentrations that do not require removal or remedial action.)

B. Petroleum Contamination

No underground or aboveground storage tanks are known to have been associated with the Subject Property. No other potential petroleum contaminated areas are suspected

C. Other Environmental Aspects

1. Asbestos-Containing Material (ACM)

Non-friable ACM is present in the vinyl floor tile, tile mastic, and a vent pipe flashing material in the bunker.

2. Lead-Based Paint (LBP)

Due to the age of the structure, painted surfaces in or on the bunker are presumed to be LBP. This structure is not considered target housing as defined by 24 CFR 35 or 40 CFR 745. A Lead-Based Paint Hazard Notice is provided as Attachment 1 to this FOST.

3. Polychlorinated Biphenyls (PCBs)

Electricity is provided by the City of Key West. No electrical transformers located on and around the Subject Property are known to contain PCBs.

4. Radon

Radon sampling was not performed on the Subject Property. Radon is not expected to be a concern based on results of other sampling conducted in Key West.

5.0 Requirements Applicable to Transfer

A. National Environmental Policy Act (NEPA)

An Draft Environmental Assessment (EA) for the Subject Property, has been prepared in accordance with National Environmental Policy Act requirements. The EA addresses environmental impacts associated with the transfer and subsequent reuse of the Subject Property. A Finding of No Significant Impact (FONSI) was signed in February 2000.

B. Hazardous Substance Notice

In accordance with Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the deed transferring the Subject Property will provide notification, based upon a complete search of agency files, if hazardous substances were stored for one year or more, released, or disposed of on the Subject Property. No records were found to indicate what substances may have been stored or used on the Subject Property. No records were found to indicate any release or disposal of hazardous substances on the Subject Property. It should be noted that the Subject Property lies directly at the end of a runway of Key West International Airport and is in the flight path of both aircraft takeoffs and landings. Many of the low levels of substances found during the Site Investigation (SI) are polynuclear aromatic hydrocarbons (PAHs), which are a result of jet and diesel turbo engine emissions. Additionally the sampling results from the SI would indicate none of the hazardous substances were found in excess of the reportable thresholds of 40 CFR 373.

C. CERCLA Covenants

In accordance with CERCLA Section 120(h)(3)(A)(ii)(I), the deed transferring the subject property shall contain a covenant warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken before the date of transfer.

In accordance with CERCLA Section 120(h)(3)(A)(ii)(II), the deed transferring the subject property shall contain a covenant warranting that any additional remedial action found to be necessary after the date of transfer shall be conducted by the United States.

D. CERCLA Access Clause

In accordance with CERCLA 120(h)(3)(A)(iii), the deed transferring the subject property shall contain a clause granting the United States access to the property in any case in which a response action or corrective action is found to be necessary after such date at such property, or access is necessary to carry out a response action or corrective action on adjoining property.

The right to enter to be set forth shall include the right to conducts tests, investigations, five-year reviews, surveys, and, where necessary, drilling, test pitting, boring, and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other response action or corrective action as required or necessary, including but not limited to, monitoring wells, pumping wells, and treatment facilities. These access rights are in addition to those granted to federal, state, and local authorities under applicable environmental regulations.

E. Land and/or Groundwater Restrictions

There are no land or groundwater restrictions associated with the approved reuses of the Subject Property for wetlands conservation, passive recreation, airport security, and runway protection. The NPLRA has proposed zoning the area for public/private services, and two conservation districts and has received conveyance approval from both DOI and DOT based on the proposed reuse of the property.

F. Indemnification

The federal government shall hold harmless, defend, and indemnify the NPLRA and any future successor, assignee, transferee, lender, or lessee of the Subject Property from any suit, demand, cost, or liability arising out of any claim for personal injury or property damage than may result from, or be predicated upon, the release or threatened release of any hazardous substance, petroleum product, petroleum derivative, pollutant, or contaminant result from Department of Defense activities on the property subject to the conditions specified in, and to the extent authorized by, Section 330 of Public Law 102-484 as amended by Section 1002 of Public Law 103-160.

G. Environmental Compliance Agreement/Permits/Orders

There are no environmental compliance agreement/permits/orders associated with the Subject Property.

H. Notification to Regulatory Agencies/Public

In accordance with DoD guidance, the U.S. EPA, and FDEP have been advised of the proposed transfer of the Subject Property and draft copies of the EBS and FOST have been provided to those agencies for review. The EBS and FOST were also made available for public review from 17 April through 1 May 2000. All regulatory agency and public comments received have been considered and incorporated as deemed appropriate. Any unresolved comments and the Navy's responses thereto are included as Attachment 2 to the FOST. Copies of all transfer documentation provided to the NPLRA will be made available to the U.S. EPA and FDEP representatives upon request after execution of the same.

6.0 Suitability Determination

NOW, THEREFORE, based upon review of the information contained in the attached EBS as well as the NPLRA's Reuse Plan, I have determined that the Subject Parcel is presently suitable for transfer to the NPLRA for the intended purpose.

6/26/00
(Date)

T.F. BERSSON, CDR, ~~USN,~~ CEC, USN
Acting Commander
Southern Division
Naval Facilities Engineering Command
Charleston, SC

LEAD-BASED PAINT HAZARD
DISCLOSURE AND ACKNOWLEDGEMENT FORM
(NON-RESIDENTIAL STRUCTURES)

LEAD WARNING STATEMENT

YOU ARE ADVISED THAT BUILDINGS CONSTRUCTED PRIOR TO 1978 MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE. YOU ARE FURTHER ADVISED THAT LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. WORKERS MAY ALSO SUFFER ADVERSE HEALTH EFFECTS FROM LEAD DUST AND FUME EXPOSURE

ACKNOWLEDGEMENT

I acknowledge that:

(1) I have read and understand the above stated Lead Warning Statement;

(2) I have received from the Government the following document(s): The Environmental Baseline Survey for Transfer and the Finding of Suitability for Transfer - East Martello Battery, representing the best information available to the Government as to the presence of Lead-Based Paint and Lead-Based Paint hazards in the buildings covered by this Transfer.

(3) I understand that my failure to inspect, or to become fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of any bid or offer made after its opening or tender;

(4) I understand that upon execution of this transfer, I shall assume full responsibility for preventing future lead exposure by properly managing and maintaining or, as required by applicable federal, state, or local laws or regulations, for abating any lead-based paint hazard which may pose a risk to human health.

Shirley Freeman
Transferee (or duly authorized agent)

10-18-00
Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY
ROBERT N. WOLFE
DATE 4-29-00

EXHIBIT "C"

STANDARD ARCHITECTUAL AND ARCHEOLOGICAL PRESERVATION COVENANT for TRANSFERRED PROPERTY

XXX. Grantee hereby covenants on behalf of itself, its successors and assigns, to the Florida State Historic Preservation Officer (SHPO) to preserve and maintain East Martello Battery Bunker, located in the County of Monroe, State of Florida, in a manner that preserves and maintains the attributes that contribute to the eligibility of the East Martello Battery Bunker, of which said real property is eligible for listing in the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant by the Florida SHPO, and views from, to, and across the Property.

Property being more particularly described as a parcel of land located in Monroe County, Key West, Florida, and being more particularly described as follows:

EAST MARTELLO BATTERY SITE

A parcel of land located in Section 4, Township 68 South, Range 25 East, on the Island of Key West, Monroe County, Florida and being more particularly described as follows: **COMMENCE** at the Northwest corner of the United States Government East Martello Tower Military Reservation as shown on a map recorded in Plat Book 1 at Page 31 of the Public Records of Monroe County, Florida and said point also being the Southwest corner of Lot 11, Block 2, "RESUBDIVISION OF BLOCK 2, KEY ESTATES", according to the Plat thereof, as recorded in Plat Book 3, at page 101 of the Public Records of Monroe County, Florida; **THENCE** N 77°35'02" E along the Southerly Line of said "RESUBDIVISION OF BLOCK 2, KEY ESTATES", for 682.99 feet to the **POINT OF BEGINNING;**

THENCE S 12°28'00" E, and leaving the said Southerly Line of Key Estates a distance of 432.00 feet;
THENCE N 77°32'00" E, a distance of 530.00 feet;
THENCE S 12°28'00" E, a distance of 668.00 feet;
THENCE N 79°51'00" E, a distance of 1352.60 feet;
THENCE N 01°45'00" W, a distance of 631.97 feet to the Southerly Line of a 50 foot wide easement;
THENCE meander the said Southerly Line of the easement for the following twelve (12) metes and bounds;
THENCE S 89°30'10" W, a distance of 335.85 feet;
THENCE N 88°58'38" W, a distance of 204.30 feet to the point of curvature of a curve to the left, having: a radius of 475.00 feet, a central angle of 17°32'43", a chord bearing of S 82°15'00" W and a chord length of 144.89 feet;
THENCE along the arc of said curve, an arc length of 145.46 feet to the point of tangency of said curve;
THENCE S 73°28'38" W, a distance of 124.00 feet to the point of curvature of a curve to the right, having: a radius of 225.00 feet, a central angle of 10°37'07", a chord bearing of S 78°47'12" W and a chord length of 41.64 feet;
THENCE along the arc of said curve, an arc length of 41.70 feet to the point of tangency of said curve;
THENCE S 84°05'45" W, a distance of 122.92 feet;
THENCE S 81°53'40" W, a distance of 236.06 feet to a point on a curve to the right, having: a radius of 1025.00 feet, a central angle of 17°26'59", a chord bearing of

EXHIBIT D

N 89°22'51" W and a chord length of 310.96 feet;
THENCE along the arc of said curve, an arc length of 312.17 feet to the point of tangency of said curve;
THENCE N 80°39'21" W, a distance of 56.37 feet to the point of curvature of a curve to the right, having: a radius of 425.00 feet, a central angle of 20°39'05", a chord bearing of N 70°19'49" W and a chord length of 152.36 feet;
THENCE along the arc of said curve, an arc length of 153.18 feet to the point of tangency of said curve;
THENCE N 60°00'17" W, a distance of 288.91 feet;
THENCE N 23°06'58" W, a distance of 13.06 feet;
THENCE S 77°35'02" W, and along a portion of the Southerly Line of said plat of Key Estates a distance of 104.80 feet to the **POINT OF BEGINNING.**

Parcel contains 1,153,719 square feet or 26.49 acres, more or less.

1. The East Martello Battery Bunker will be preserved and maintained in accordance with the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other actions shall be undertaken or permitted to be undertaken that would materially affect the integrity or appearance of the attributes described above without the prior written permission of the Florida State Historic Preservation Officer (SHPO), and signed by a fully authorized representative thereof.

2. Upon acquisition of the Property, the Grantee will take prompt action to secure the property from the elements, vandalism, and arson, and will undertake any stabilization that may be required to prevent deterioration. Grantee will make every effort to retain or reuse, to the extent practicable, the historic structure.

3. In the event that archeological materials are encountered during construction or ground disturbing activities, work shall cease in the immediate area until the SHPO is consulted and provides written permission to recommence work. Should the SHPO require, as a condition of the granting of such permission, that the Grantee conduct archeological survey data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the *archeological resources* the Grantee shall at his/her/its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the SHPO may specify, including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organization, and re-interment of human remains.

4. The Grantee will allow the Florida SHPO or his/her designee, at all reasonable times and upon reasonable advance notice the Grantee, to inspect East Martello Battery Bunker in order to ascertain whether the Grantee is complying with the conditions of this preservation covenant.

5. The Grantee will provide the Florida SHPO with a written summary of actions to be taken to implement the provisions of this preservation covenant with one (1) year after the effective date of the transfer of East Martello Battery Bunker. Similar reports will be submitted to the Florida SHPO, with a copy to the Navy.

6. Failure of the Florida SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the Florida SHPO or any other right or remedy or the invocation of such right or remedy at any other time.

7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Florida SHPO may, following reasonable notice to Grantee, institute suit to enjoin said violation or to require the restoration of East Martello Battery Bunker. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

This covenant is binding on Grantee, its successors, and assigns, in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by Grantee, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in East Martello Battery Bunker, or any part thereof.

LEASE

THIS INDENTURE, made and entered into, in duplicate, this 8th day of APRIL, A.D. 1998, by and between the COUNTY OF MONROE, STATE OF FLORIDA, a political subdivision of the State of Florida, hereinafter called the Lessor or Airport Owner, which terms shall include its legal representatives, successors and assigns wherever the context so requires or admits, of the first part, and KEY WEST ART AND HISTORICAL SOCIETY, 3501 S. Roosevelt Boulevard, Key West, Florida, a non-profit corporation organized and existing under the laws of the State of Florida, hereinafter called the Lessee or Tenants, which terms shall include its legal representatives, successors and assigns wherever the context so requires or admits, of the second part,

FILED FOR RECORD
98 APR 21 AM 10:16
DANNY L. KOLHAGE
CLK CIR CT
MONROE COUNTY, FLA

WITNESSETH, that the Lessor by these presents leases unto said Lessee the following described premises, situate, lying and being in the City of Key West, County of Monroe, and State of Florida, more particularly described in Exhibits A and A1, which are attached and incorporated into this lease.

TO HAVE AND TO HOLD the premises as aforesaid unto the said Lessee from the 8th day of April, A.D. 1998, for a term of twenty (20) years then next ensuing, said lease being under the following terms and conditions:

1. The Lessee yielding and paying unto the said Lessor the total rental of Twenty Dollars ($20.00) for the term of twenty (20) years, said sum to be payable as follows:

   a. $1.00 payable upon the execution and delivery of this Lease, which sum is to cover the yearly rental for the first year of this Lease, and $1.00 on the 8th day of April, A.D. 1999, and $1.00 on the 8th day of April each and every year during the remainder of the term of this lease.

2. It s further understood and agreed by and between the Lessor and the Lessee that the Lessee will:

   a. Use said premises as an historical museum and art gallery.

   b. Pay the rent herein reserved at the time and in the manner as stated herein.

   c. Make no improper, unlawful or offensive use of said premises.

   d. Will pay any and all charges for ordinary maintenance and care of the premises, but the County shall from time to time pay for and make any major repairs that it may deem advisable to the premises.

   e. Permit the Lessor or its agent to enter upon the leased premises at all reasonable times for the purpose of viewing and inspecting the condition thereof.

f. During the term of this lease take out the necessary liability insurance described in Exhibit B which is attached and incorporated into this lease agreement to save and keep the Lessor harmless against any and all liability resulting from injuries to person or property on or about the leased premises by reason of its occupancy or use thereof.

g. At the expiration of the term of this lease, without demand, quietly and peaceably deliver up full possession of said premises in as good condition as they now are, damage or destruction by fire and the elements only excepted.

3. The Lessor hereby covenants with the Lessee upon the performance by the Lessee of the covenants and agreements hereinbefore set forth that the Lessor will permit the Lessee to quietly hold and enjoy the demised premises without any interruptions by the Lessor or by any person or persons claiming by, through or under it.

4. It is mutually understood, covenanted and agreed by and between the parties hereto as follows:

a. That default on the part of the Lessee for a period of thirty (30) days in making any of the payments of rent herein reserved from the date the same shall severally become due and payable shall immediately and thereupon terminate any and all of he rights of the Lessee under this lease.

5. It is further mutually understood, covenanted and agreed by and between the parties hereto that, in the event the Lessee ceases to operate an historical museum and art gallery, then and in that event this lease shall become null and void and of no force and effect.

6. It is mutually understood and agreed by the Lessor and Lessee that if during the term hereof, the demised premises or any part thereof shall be required by Lessor for any lawful purpose, particularly including he use thereof for County purposes, or airport purposes, then, and in that event, the Lessor may, upon thirty (30) days, written notice to Lessee, terminate this Agreement and said property shall be delivered upon to the Lessor in the same condition as it now is.

8. The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Tenant shall use the premises in compliance with all other

requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the lease and to re--enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, part 21 are followed and completed including exercise of expiration of appeal rights.

9. It shall be a condition of this lease, that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation or of flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Tenant expressly agrees for itself, it successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, part 77.

That the Lessee expressly agrees for itself, it successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

10. This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the airport Owner pertaining to the Key West International Airport, including any ordinance, rule or regulation concerning mandatory insurance requirements for tenants at the Key West International Airport.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed in its name by the Chairman of its Board of County Commissioners and its seal to be affixed, attested by the Clerk of the Circuit Court of the Sixteenth Judicial Circuit of Florida, in and for Monroe County and ex officio Clerk of the Board of County Commissioners of Monroe County, Florida, and the party of the second part has caused these presents to be signed in its name by its President and attested to by its Secretary in duplicate, all as of the 8th day of APRIL, A.D. 1998.

(SEAL)
ATTEST: Danny L. Kolhage, Clerk

By _____
Deputy Clerk

COUNTY OF MONROE, STATE OF FLORIDA

By _____
Mayor/Chairman of the Board of County Commissioners of Monroe County, Florida

(SEAL)
ATTEST:

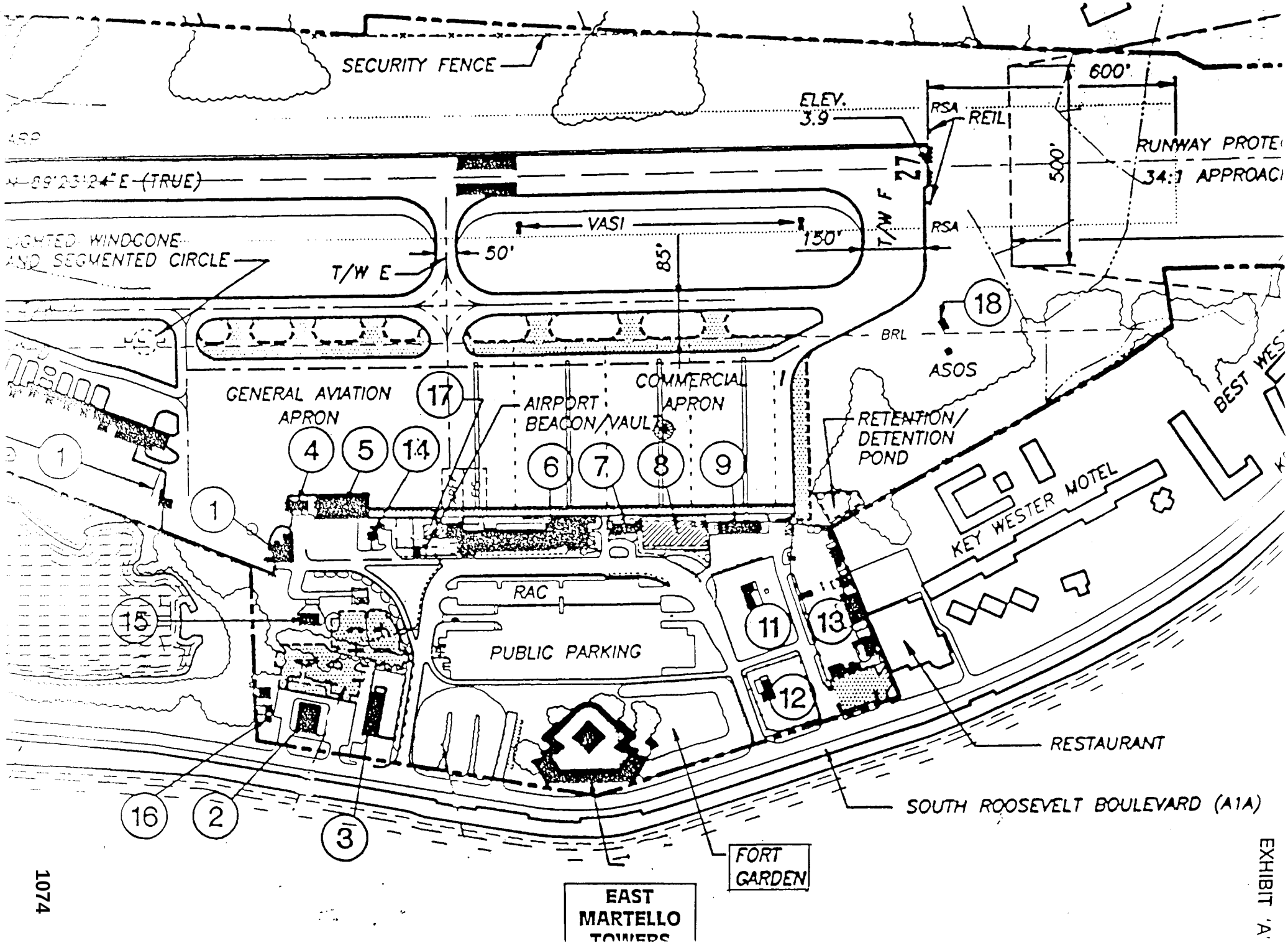
By _____
Secretary

KEY WEST ART AND HISTORICAL SOCIETY

By _____
President

art&hist.doc

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY _____
ROBERT N. WOLFE
DATE 2-4-98



1074

EXHIBIT 'A'

Commencing at the intersection of the Easterly property line of Meacham Field and the Northerly R/W line of South Roosevelt Boulevard, both as existing January 5, 1956; thence S 08°57'40" W along said Northerly R/W line, 596.11 feet to the POINT OF BEGINNING; thence N 24°01'10" W 129.22 feet; thence N 58°35'40" W, 156.15 feet; thence S 58°05'00" W, 225.90 feet; thence S 04°12'20" W 142.92 feet, to the Northerly R/W line of South Roosevelt Boulevard; thence in an Easterly direction along said Northerly R/W line 394.6 feet, more or less, to the Point of Beginning.

A parcel of land being a part of East Martello Towers recorded in Plat Book 1 at Page 31 of the Public Records of Monroe County, Florida, and said parcel lying Easterly and adjacent to the parcel of land leased to the Key West Art and Historical Society, and being more particularly described as follows:

Commence at a point being the most Southeasterly point of said parcel of land leased to the Key West Art and Historical Society. Thence N 69°51'24" East along the Northwesterly right of way of Roosevelt Boulevard for a distance of 170 feet to a point. Thence N 03°59'32" West for a distance of 166 feet to a point. Thence S 86°00'28" West for a distance of 325 feet more or less to a point. Thence S 58°35'40" East for a distance of 156.15 feet to a point. Thence S 21°02'20" East for a distance of 129.22 feet back to the point of beginning.

EXHIBIT 'B'

INSURANCE

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

General Insurance Requirements for Organizations/Individuals Leasing County-Owned Property

Prior to the Organization or Individual taking possession of the property owned by the County, or commencing its concessionaire operations, the Organization/Individual shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this lease/rental agreement.

The Organization/Individual will not be permitted to occupy or use the property until satisfactory evidence of the required insurance has been furnished to the County as specified below.

The Organization/Individual shall maintain the required insurance throughout the entire term of this lease/rental agreement and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate termination of the lease/rental agreement and the return of all property owned by the County.

The Organization/Individual shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance

  or

- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Organization/Individual's insurance shall not be construed as relieving the Organization/Individual from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, will be included as "Additional Insured" on all policies. They will also be named as "Loss Payee" with respect to Fire Legal Exposure.

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

GENERAL LIABILITY INSURANCE REQUIREMENTS FOR LEASE/RENTAL OF PROPERTY OWNED BY THE COUNTY

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the Organization/Individual taking possession of the property governed by this lease/rental agreement, the Organization/Individual shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage
- Fire Legal Liability (with limits equal to the fair market value of the leased property.)

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

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

$100,000 per Person
$300,000 per Occurrence
$ 50,000 Property Damage

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

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

WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR CONTRACT _____

BETWEEN MONROE COUNTY, FLORIDA AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

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

$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$100,000 Bodily Injury by Disease, each employee

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

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

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

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

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

Indemnification and Hold Harmless for Organizations/Individuals Leasing County-Owned Property

The Organization/Individual covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the Organization/Individual utilizing the property governed by this lease/rental agreement.

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

PROP

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into on this 8th day of November, 2023, by and between the **MONROE COUNTY, FLORIDA,** a political subdivision of the State of Florida, (hereinafter the "COUNTY", "LESSOR" or "AIRPORT OWNER,") whose address is 1100 Simonton Street, Key West, Florida 33040, and **KEY WEST ART AND HISTORICAL SOCIETY, INC.,** (hereinafter "KWAHS"), a Florida not-for-profit corporation, organized and existing under the laws of the State of Florida, (hereinafter the "LESSEE" or "TENANT,") whose principal address is 281 Front Street, Key West, Florida 33040.

WITNESSETH:

WHEREAS, the COUNTY owns certain real property located at 3501 South Roosevelt Blvd., Key West, Monroe County, Florida 33040, (hereafter "Premises"), which is commonly referred to as the "FORT EAST MARTELLO MUSEUM AND GARDENS," or "EAST MARTELLO TOWER," (hereinafter "Fort East Martello"), which is more particularly described in Exhibits "A" and "A1," which are attached hereto and made a part of this Lease Agreement; and

WHEREAS, LESSEE is a not-for-profit corporation whose activities relate to historic preservation and education and preserving the culture of the Florida Keys through exhibiting and displaying regional art, architecture, and history for the purpose of educating the community and visiting public; and

WHEREAS, the LESSOR finds that the LESSEE is a very unique organization which can provide fundamental and essential services related to preserving the Fort East Martello, educating the public of its history, and continuing its operation of the Premises as a historical museum and art gallery; and

WHEREAS, the LESSOR finds that the maintenance of the Fort East Martello is essential to the future of Monroe County as a historic preservation community; and

WHEREAS, on April 8, 1998, the LESSOR and LESSEE entered into a twenty (20) year Lease (hereinafter "Original Lease") for the use of the Premises by LESSEE as a historical museum and art gallery, with said lease to expire on April 7, 2018; and

WHEREAS, on August 20, 2014, the LESSOR and LESSEE entered into an Amendment to the Lease Agreement to allow LESSEE to conduct fundraising activities on the Premises; and

WHEREAS, on March 21, 2018, the LESSOR and LESSEE entered into a Second Amendment to the Lease Agreement to extend the term of the Lease on a month-to-month basis pending negotiations for a new lease and revised the insurance requirements; and

WHEREAS, LESSOR finds that the LESSEE, in conjunction with the LESSOR, has maintained the Premises and provides services and programs which benefit the citizens of the

County, as well as all persons who understand the importance of maintaining the historic character of the Fort East Martello; and

WHEREAS, LESSOR finds that the activities and services of the LESSEE promotes tourism, maintains the integrity of the historic property, and will enhance the experience of citizens and visitors to the Fort East Martello and the Florida Keys; and

WHEREAS, on June 19, 1972, the Fort East Martello was accepted as a historic structure with the U.S. National Register of Historic Places; and

WHEREAS, as a result of this designation as a historic structure on the U.S. National Register of Historic Places, renovation and restoration of the improvements upon the Premises must meet the standards for historical renovation and the property must be maintained in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation; and

WHEREAS, Federal, State, and County regulations will require that any historic renovations or repairs be executed pursuant to certain standards and guidelines requiring significant costs, some of which should be shared by the LESSEE; and

WHEREAS, the COUNTY is unable to provide adequate funding on its own for the improvements, renovations, repairs, and continued maintenance and operation of Fort East Martello, including capital improvements, without creating a long term tax burden on the citizens of Monroe County; and

WHEREAS, the minimum upkeep and maintenance required by this Lease Agreement to be borne by LESSEE will result in a substantial savings to the COUNTY over the term of the Lease; and

WHEREAS, the LESSOR finds that the LESSEE has exhibited its capabilities and leadership in maintaining the historical integrity of the property and the historical nature of its programs and services to constitute the greatest benefit to the COUNTY; and

WHEREAS, the LESSOR finds that the services and programs currently offered and proposed by the LESSEE to be the highest and best use of the Premises; and

WHEREAS, the COUNTY finds that entering into another Lease with LESSEE is in the best interest of the COUNTY; and

WHEREAS, the LESSEE will be responsible to fund the maintenance and operations of the Premises, which may include capital improvements, as designated herein; and

WHEREAS, pursuant to Fla. Stat. Sec. 125.38, the COUNTY has determined that the Premises is not needed for County purposes and LESSEE has shown in its use of the Premises that the community interest and welfare is met by promoting the historical nature of the Premises and providing services and programs to further enhance the experience of residents and visitors to the

Premises, and that the lease of the Premises to LESSEE is appropriate and in the public's best interest and provides an overall public benefit; and

WHEREAS, it is the intent of the COUNTY and LESSEE to enter into a new Lease Agreement for the Premises for the purposes as set forth herein and to better regulate the respective rights and responsibilities of each party hereto for the future of Fort East Martello.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises hereinafter contained, it is agreed as follows:

1. **Premises**: The COUNTY as LESSOR does hereby lease unto LESSEE and the LESSEE does hereby accept from the COUNTY, in its "as is" condition, the Premises known as the Fort East Martello Museum and Gardens and/or East Martello Tower ("Fort East Martello"), situated at 3501 South Roosevelt Blvd., Key West, Monroe County, Florida, and all improvements and equipment thereon, with the legal description as set forth on **Exhibits "A" and "A-1,**" attached hereto and made a part hereof. The demised Premises includes a designated ADA parking space and an additional eight (8) spaces which face East towards the Fort East Martello entrance for the sole use of LESSEE and its patrons during its daily operating hours and any other special events sponsored by LESSEE. The designated parking spaces shall be marked with appropriate signage.

2. **Lease Term and Effective Date**: The Original Lease dated April 8, 1998, as amended was for a twenty (20) year term which expired on April 7, 2018. On March 21, 2018, the parties entered into a Second Amendment to the Lease Agreement, which extended the initial term of the Original Lease on a month-to-month basis to continue until the execution of a new Lease by the parties. The initial term of this Lease Agreement, therefore, shall be for a period of twenty (20) years commencing December 1, 2023, and ending on November 30, 2043, unless sooner terminated or extended pursuant to the provisions of this Lease Agreement.

3. **Renewal Terms**: LESSEE shall have the option to renew this Lease Agreement after the expiration of the original term for four (4) additional periods of five (5) years each, under terms and conditions to be agreed upon at that time, and subject to the approval of the Board of County Commissioners.

4. **Option to Renew**: LESSOR hereby grants to LESSEE the option to renew this Lease Agreement for the renewal terms on the condition that at the time LESSEE exercises each option to renew, LESSEE is in satisfactory compliance with the terms of this Lease and is not in default under this Lease Agreement beyond the expiration of any applicable cure period as a prerequisite to exercising any option to renew. LESSEE shall exercise its right to renew and extend the lease term, if at all, by providing written notice of extension to LESSOR at least ninety (90) days prior to the expiration of the lease term.

5. **Rental Fees**: The faithful performance by LESSEE of all of the terms, conditions, and covenants contained herein shall be deemed to be substantial valuable consideration for the grant of this leasehold to LESSEE. Additionally, LESSEE shall pay to LESSOR the sum of One and 00/100 ($1.00) Dollar per year for a total rental of Twenty and 00/100 ($20.00) Dollars for the

initial term of twenty (20) years. Upon the execution and delivery of this Lease, the total rental sum of Twenty and 00/100 ($20.00) Dollars shall be due and payable for the rental amount due hereunder for the initial lease term. If any option to renew is exercised and approved for the optional four (4) additional periods of five (5) years each, an additional rental fee, as agreed upon at that time, will be due and payable. All rental payments shall be made payable to Monroe County and remitted to the Monroe County Clerk of Court for the Monroe County Board of County Commissioners at 500 Whitehead Street, Key West, Florida 33040.

6. **Utilities.** LESSEE shall be responsible for paying any and all costs of utilities, including but not limited to, water, gas, diesel, heat, wastewater, solid waste, electric, telephone, cable, and any other utilities of every kind furnished to the Premises throughout the term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon, including any development fees, connection fees and/or lines associated with connection to any of the utility services. If any additional infrastructure is required for any such utilities, LESSEE shall be responsible for payment of all costs or fees associated thereto. LESSEE is responsible for having all utilities disconnected and paid in full when the leased Premises are surrendered. LESSOR shall have no responsibility of any kind for the utilities or associated fees thereof.

7. **Insurance Requirements.** During the term of this Lease Agreement, LESSEE shall obtain, at LESSEE'S own expense, insurance coverage for comprehensive general liability, automobile liability, and worker's compensation, as specified in **Exhibit "B"** attached hereto and made a part hereof. LESSEE shall provide to the LESSOR, as satisfactory evidence of the required insurance, either (1) a Certificate of Insurance or, (2) a certified copy of the actual insurance policy. The LESSOR, at its sole option, has the right to request a certified copy of any or all insurance policies required by this Lease. LESSEE shall submit written proof of such insurance policies required herein upon execution of this Lease and annually thereafter to the Monroe County Clerk of the Court, at 500 Whitehead Street, Key West, Florida 33040.

Such policies of insurance shall name **Monroe County Board of County Commissioners, its employees and officials, 1100 Simonton Street, Key West, Florida 33040,** as LESSOR, as an additional insured on all policies, except for Worker's Compensation. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the LESSOR by the insurer. The acceptance and/or approval of LESSEE's insurance shall not be construed as relieving LESSEE from any liability or obligation assumed under this Lease or imposed by law.

LESSEE shall purchase all policies of insurance from a financially responsible insurer duly authorized to do business in the State of Florida and that has an agent for service of process within the State of Florida. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificates in the amounts set forth shall constitute a breach of this Lease.

LESSOR, at the inception of this Lease, has currently agreed to waive the requirement for LESSEE to provide any and all risk insurance related to the property and any buildings thereon, including

fire, windstorm and flood coverage. LESSOR and LESSEE agree, however, to review the requirement of property insurance coverage at the five (5) year anniversary date of this Lease to determine the ability of LESSEE to thereafter provide such coverage at its own expense or financially contribute to the premiums paid for LESSOR's coverage.

8. **Maintenance of Premises and Facilities.** LESSEE has inspected the Premises and agrees to accept possession of the Premises in its "as is" condition. LESSEE shall maintain the Premises in a neat and clean condition at all times during the term of this Lease, at LESSEE'S sole expense.

LESSEE shall maintain, at LESSEE's expense, the facilities, including the buildings, and any appurtenances thereof, and any improvements made, in a state of good repair and in a sanitary condition at all times. Work such as stabilization, repairs, and painting will be deemed maintenance. Buildings shall be maintained as Historical Buildings in conformance with all applicable regulations, including any state or federal requirements, and subject to any review by any applicable Historic Preservation Commissions. LESSEE is advised that all work activities or maintenance repairs must be undertaken with sufficient care to protect this historic resource and when necessary, must be supervised by personnel who are familiar with the Secretary of Interior's Standard for Rehabilitation. LESSEE shall not commit, nor suffer to be committed, waste to the leasehold property, or to any improvements thereon. LESSEE acknowledges that LESSOR shall have no responsibility for the operation and maintenance of the leasehold, except as stated herein and to provide such municipal services as are available to and are provided to all property owners or occupants of property within Monroe County, Florida, at the LESSEE's expense.

If any major repairs, maintenance, upgrades, or replacements become necessary for the HVAC system, the fire protection system, or such other major equipment installed by the County and currently located at the Premises, and in particular any such equipment which is still covered under a warranty issued to the COUNTY, LESSEE shall first contact LESSOR to consult about such repairs and/or determine if LESSOR has any coverage pursuant to a warranty with authorized contractors who may be able to provide the needed repairs, maintenance, upgrades or replacement of such equipment. If such COUNTY contractor is able to timely perform the necessary repairs, maintenance, upgrades, or replacement of the equipment under its current COUNTY warranty, then LESSEE shall bear any costs of repairs not covered by any County warranty in effect at the time. Any costs not covered by the COUNTY warranty shall be borne by LESSEE. LESSEE shall still bear the expenses of all other major repairs, maintenance, upgrades, or equipment replacement as set forth in Paragraph 8 herein not covered by COUNTY warranty work.

LESSOR may, at its own discretion, but is not obligated to, also provide for capital improvement(s), upkeep, maintenance, restoration, and repairs of the Premises, including but not limited to structural and mechanical repairs or other such related repairs, as necessary to retain the historic nature of the Premises or when LESSEE is unable to do so during the period of its Lease term and makes a request in writing to the COUNTY for such assistance. The LESSOR may provide this upkeep, maintenance, restoration, repair assistance, or capital improvement(s) to assure the Premises remain in good working order and available for public use during the lease term. COUNTY shall be, and is, empowered to apply for, seek, and obtain federal, state, and/or

local funding to further the purpose of this Lease. Any conditions imposed as a result of funding that affect the Premises will be provided to the LESSEE. If LESSOR or LESSEE apply for any available grants to conduct such upkeep, maintenance, restoration, repairs, or capital improvement(s) during the lease term and each party agrees to cooperate fully with the other, if necessary, in applying for such grants.

9. **Permitted Uses.** It is hereby agreed that the Premises shall be used for a historical museum and art gallery, for educational purposes, and other purposes and uses as may be determined by LESSEE and approved by LESSOR, relating to, but not limited to the preservation and protection of the history and environment of Fort East Martello, Key West, and the Florida Keys.

(A) Public Access to the Premises: The LESSOR and LESSEE agree that LESSEE must engage in a program of managed public access to Fort East Martello and the buildings and other improvements located thereon. LESSEE shall allow public access to the Fort East Martello from 10:00 a.m. to 5:00 p.m., seven (7) days per week, with the exception of Christmas Day, throughout the year, subject to emergency closures as needed. LESSEE shall also be allowed to host evening and weekend receptions and events. Use of the Premises for historical education by students of the Monroe County School System is encouraged, but shall not by itself count toward the public access requirements of the Lease. Public use as an attraction of historical significance at the Fort East Martello, in conjunction with use by school children at different or overlapping periods of the same day, shall count toward public access requirements. LESSEE can manage access through the use of organized tours of the property lead by employees or volunteers of the LESSEE or its assigns. LESSEE will provide a published listing of the operating days, hours, and tours so that the general public and local business community can plan for visitation to Fort East Martello. LESSEE's obligation hereunder shall be subject to its obtaining all required government approvals to allow for public access and visitation and shall also be subject to any force majeure, safety concern, or other conditions outside of the control of LESSEE that prohibit LESSEE from allowing public access to the Premises. Maximum capacity to the Premises and of each facility open to visitation shall be established by the Monroe County Fire Marshal and such capacity determination provided to LESSEE within thirty (30) days of execution of this Lease. There shall be no overnight stays or lodging on the Premises by LESSEE, its staff, volunteers, or visitors. LESSEE agrees to use all reasonable efforts to apply for and diligently pursue obtaining governmental approvals necessary, if any are required, to permit public access to the Fort East Martello.

If the Fort East Martello is not open for public access at least three hundred sixty-four (364) days in any calendar year for reasons other than the exceptions identified above, LESSEE shall provide the LESSOR a proposed schedule of the days the Fort East Martello will be opened during the next one to two calendar years. The schedule shall contain a sufficient number of days that when added to the actual number of days the Fort East Martello was open during the prior year and divided by two (2) in the case of a one (1) year schedule, or divided by three (3) in the case of a two (2) year schedule, provides for an average of three hundred sixty-four (364) days per year that the Fort East Martello shall have been opened during that two or three-year period. Deviations from the schedule published to correct such deficiencies shall require LESSOR approval.

Compliance with the schedule shall be of the essence of this Lease, and non-compliance shall be deemed a default entitling the LESSOR to terminate as provided in Paragraph 19.

(B) Community and educational benefits: Use shall include activities and events designed to attract visitors and residents of Monroe County to LESSEE sponsored or other authorized community events having a historical and/or educational format, as well as those other purposes and uses as agreed upon by LESSOR and LESSEE.

(C) Research and Programs: Research and programs undertaken by LESSEE or other associated organizations shall include, but not be limited to those which restore and maintain a healthy historical environment in and around Monroe County. Educational programs must be those which deal with but are not limited to the history and environment of Fort East Martello, Key West and Monroe County.

(D) Exhibitions: Maintain current permanent collections in the Fort East Martello Museum and art gallery and provide space for future exhibits of historical significance.

(E) Fundraising: Upon written approval from the Director of Airports or his designee, LESSEE may hold fundraising events on the Premises. To obtain approval, LESSEE shall submit a proposal no later than thirty (30) days prior to the fundraising event. The proposal shall provide a description of the event and an estimate of the number of attendees expected at the event. The proposal shall also address parking, traffic control, and security needs and include LESSEE's plan for providing for these needs. The COUNTY will review the proposal and, at its discretion, may either approve or disapprove the event in writing.

(F) Fundraising Revenue for Specific Projects: Any fundraising efforts and/or grants awarded for specific capital projects at the Premises shall be restricted for use at this location only and for the specific identified purpose of the fundraising efforts or grants sought by LESSEE.

10. **Inspection for Compliance and County's Right of Entry.** LESSOR shall have at any time during the term of this Lease, upon reasonable notice to LESSEE, the right to enter upon the Premises to inspect LESSEE's compliance with the terms and conditions set forth herein and in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation. The LESSEE hereby agrees to keep the Premises at all times in a clean and sanitary condition, and not to maintain or keep upon said Premises any properties or equipment not used in connection with the operation of said business, unless authorized by the LESSOR to do so.

LESSOR's right of inspection upon reasonable notice includes the right to inspect for condition of the Premises and compliance with all applicable laws, preservation practices, standards, and other applicable rules and regulations. At minimum, the KWAHS will arrange annual life safety and fire safety inspections and provide copies of the reports to the Monroe County Fire Marshal and Monroe County Facilities Maintenance Department. These will include, but not be limited to, the presence and functionality of fire sprinklers, fire / smoke alarms, and portable fire extinguishers as required by F.A.C. 69A-46 and 69A-48, as amended.

11. **Capital Improvement Plan.** LESSEE shall restore the historic buildings located on the Premises in a manner which shall comply with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings, which standards are imposed on places listed on the National Historic Register. The LESSEE shall fund, pay for, or obtain funding for all construction, engineering, permitting, and maintenance of all improvements unless the BOCC grants an exception. Any capital improvement plans undertaken by LESSEE, must be done by licensed and qualified contractors, engineers, architects, or other such individuals or companies, who are experienced in historical structures, in coordination with the Monroe County Project Management Department, subject to LESSEE obtaining all required permits and any other necessary approvals from any federal, state, or county authorities, including any applicable Historic Preservation Commissions and the Monroe County or City of Key West Fire Marshal, as applicable. There shall be no demolition of any historic structure without the prior approval of the BOCC. LESSOR, at its option, also reserves the right to undertake capital improvement projects and seek any available grant funding or other financial means to fund such projects, in coordination with LESSEE.

12. **Future Improvements.** No structures of any kind shall be constructed on the leasehold property, or within the property adjacent thereto, without the prior consent of the BOCC. All signs must conform to City of Key West and Monroe County Code requirements. Prior to commencing construction of any permanent structure or additional building on the Premises, the LESSEE shall obtain written approval from the BOCC through a process commencing with provisions of a written request for such approval. LESSEE acknowledges that the consent shall be upon such terms and conditions as the BOCC, in its sole discretion, shall deem necessary and that consent may be withheld unless LESSEE agrees to all terms and conditions imposed by LESSOR as a condition precedent to the granting of the consent. However, LESSEE is authorized to make "minor improvements" to the leasehold property without prior approval of the BOCC as long as the minor improvements conform to the purposes of this Lease and do not jeopardize the historical integrity of the Premises. "Minor improvements" shall refer to any work, installation, construction, grading or the like, on the leasehold property, which does not require a permit from any federal, state, or local government agency, including any historic preservation agencies. Minor improvements on any historic structure, however, must still be coordinated and facilitated with the Monroe County Project Management Department. Upon termination of the Lease, all improvements made shall become the property of the LESSOR.

13. **Construction.** LESSEE shall, prior to commencing rehabilitation or the construction on any new improvement not deemed minor, obtain conceptual approval by the BOCC pursuant to procedures specified by the County and/or City of Key West, if applicable. Prior to commencing construction, LESSEE shall obtain all the necessary permits, including the Life Safety Evaluation required by the Florida Fire Prevention Code, when structural components potentially affecting egress methods are proposed, along with a copy of the contractor's insurance and license. The improvements shall be erected in a good and workmanlike manner in substantial compliance with the plans and specifications as approved by the LESSOR, and in accordance with any and all applicable historical standards and practices. Upon completion of construction, LESSEE shall furnish LESSOR with an affidavit from its licensed general contractor, and an affidavit from the LESSEE, certifying that all firms and corporations, which have supplied labor and materials used directly or indirectly in the construction of the improvements to the leasehold

property have been paid in full and that there are no outstanding construction liens pertaining to the leasehold property and improvements thereon.

14. **Permit Fees, Impact Fees, and Licenses.** LESSEE shall be responsible for obtaining, at its sole expense, all permits and licenses required to construct or repair improvements, and otherwise operate the leasehold premises. In addition, LESSEE shall be required to pay all permit fees, utility fees, and impact fees resulting from improvements made or additional services to the leasehold, unless otherwise waived. LESSEE shall be responsible for and provide all licenses required by all local, state, and federal agencies.

15. **Payment of Taxes.** LESSEE shall promptly pay any and all taxes and special improvement assessments as may be levied on the property during the period of this Lease. Should the State of Florida determine that this leasehold is subject to sales tax, LESSEE shall be solely responsible for the payment of said tax.

16. **Right of First Refusal.** If, during the term of this Lease or any extensions thereof, LESSOR elects to enter into a lease of the Premises or receives a bona fide offer, acceptable to the LESSOR, to lease the Premises after the termination of this Lease, the LESSOR shall notify the LESSEE of the terms of such offer (including the consideration) and the name of the offeror, if any, (the "Notice") before accepting the same, and the LESSEE shall have thirty (30) days from receipt of said Notice ("Exercise Period") to lease the Premises on the same terms of such bona fide offer with such lease commencing after the termination of this Lease. If LESSEE fails to exercise its right within said Exercise Period, the County may lease the Premises to such third person in accordance with the terms and conditions of the offer set forth in the Notice. If such lease is not executed within one hundred eighty (180) days from the expiration of the Exercise Period, and this Lease is still in effect, the rights granted to the LESSEE in this paragraph shall continue in full force and effect as to any future proposals or offers for lease that occur during the term of this Lease.

If, during the term of this Lease, LESSOR elects to sell the Premises, or receives a bona fide offer, acceptable to the LESSOR, for the purchase of the Premises, the LESSOR shall notify the LESSEE of the terms of such offer (including the consideration) and the name of the offeror, if any, (the "Notice") before accepting same, and the LESSEE shall have thirty (30) days from receipt of said Notice ("Exercise Period") to purchase the Premises on the same terms of such bona fide offer. If LESSEE fails to exercise its right within said Exercise Period, the LESSOR may sell the Premises to such third person in accordance with the terms and conditions of the offer set forth in the Notice. If such sale is not consummated within one hundred eighty (180) days from the expiration of the Exercise Period, the rights granted to the LESSEE in this paragraph shall continue in full force and effect for the remainder of the term of this Lease. If the LESSOR shall sell the Premises after a failure of the LESSEE to exercise its rights hereunder, such sale shall be subject to the provisions of this Lease.

17. **Pledge or Assignment of Lease.** LESSEE shall not pledge or assign this Lease Agreement, or sublet any part of the leased property, and LESSEE shall have no right to mortgage or encumber any part of the leasehold, or improvements located thereon without the approval of the BOCC. LESSEE shall not allow the use of the leasehold by any other group or organization,

in excess of two (2) weeks per group or organization, without the prior approval of the County Administrator or his designee. In addition to LESSEE keeping the leasehold and improvement thereon free and clear of all liens, claims of lien, and encumbrances, LESSEE does hereby indemnify and hold harmless the LESSOR of and from, all or any lien, claim of lien, or encumbrance, whether the validity of the same shall be in question or not, and said indemnifications shall include LESSEE paying for all reasonable court costs, attorney's fees, and expenses as may be incurred by LESSOR in protecting the leasehold against and from any lien, claim of lien, or encumbrance. The indemnification shall include court costs and attorney's fees at the trial court level, as well as attorney's fees and costs associated with appellate proceedings, if any.

18. **Progress Report.** LESSEE shall be required to prepare annual written and oral reports to the BOCC regarding the progress being made in fulfillment of LESSEE's financial condition, including fundraising efforts/successes, and costs incurred to comply with the goals and objectives specified in this Agreement, as well as any updated future plans. Further, the report shall contain a project schedule tracking any project undertaken by LESSEE and noting the phase of development/improvement for each. Also, specific accomplishments, attendance data, organizations served, programs and services offered, revenue and expenses, and other such data should be included in the annual report. The first report shall be due on November 1st following the execution date of this Agreement and annually thereafter on November 1st of each subsequent year. At the time of the presentation of the first annual report, LESSOR and LESSEE agree to discuss future funding efforts for preservation of the historic structures and the potential establishment of a specific account designated for capital improvements to be funded by LESSEE.

19. **Termination.**

A) The LESSEE acknowledges that the conditions, covenants, and requirements on its part to be kept, as stated herein, are material inducements to the LESSOR entering into this Lease Agreement. Should the LESSEE fail to perform any of the conditions, covenants, and requirements on its part to be kept, then this Lease Agreement may be terminated at the option of the LESSOR. In such event, the LESSOR may take possession of the leasehold property and improvements and shall have the right to remove all persons therefrom. The failure of LESSOR to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default, shall not be deemed to be a waiver of any subsequent breach, of the same or other condition, and the subsequent acceptance of rent or further performance hereunder by LESSEE should not be deemed to be a waiver of any default or breach by LESSEE.

B) If the LESSEE at any time during the term of this Lease should lose its tax-exempt status for Federal Income Tax purposes for more than one (1) taxable year, the LESSOR may, at its option, terminate this Lease by giving LESSEE written notice of such termination and specifying the date of termination. The LESSEE shall, at LESSOR's request, furnish evidence of the continuation of such tax-exempt status and a failure to furnish such evidence in acceptable form to the LESSOR after request shall constitute a default hereunder.

C) In the event that LESSEE ceases its corporate existence, files for bankruptcy, or becomes financially insolvent, then the LESSOR may, at its option, terminate this Lease.

D) In the event that LESSEE fails to make any of the payments of rent herein reserved from the date the same shall severally become due and payable, then the LESSOR may, at its option, terminate this Lease.

E) In the event that LESSEE uses the Premises in any way not contemplated by this Lease, the LESSOR may terminate this Lease Agreement following the procedures in Paragraph 20 below. At the LESSOR's option, all new structures constructed by the LESSEE located on the leasehold shall be removed by LESSEE, at its sole expense, and the leasehold property shall be returned to its state at the beginning of the Lease.

20. **Notice of Default.** In the event of a default through breach of any covenant or through any use of the Premises which the BOCC finds to be a use not contemplated by the Lease, LESSOR shall give LESSEE written notice of the default, specifying those acts or things which must occur in order to cure said default, and LESSEE shall have such period of time as LESSOR shall designate, and not less than thirty (30) days, in its written notice of default, within which to cure the default. Should the default remain, upon expiration of the time granted to cure the same, LESSOR shall provide written notice to LESSEE of the termination of this Lease Agreement and such termination shall be effective immediately.

21. **Normal Expiration of Leasehold Term.** LESSEE shall voluntarily quit its use of the leasehold property and shall return the leasehold property to LESSOR on the date of the normal expiration of this Lease Agreement in a satisfactory condition as determined by the LESSOR. At the LESSOR's option, at the time of expiration of the leasehold term, all new structures constructed by the LESSEE to the leasehold, shall be removed by LESSEE at LESSEE's sole expense. Further, LESSOR shall not be required to provide notice to LESSEE to quit the leasehold property upon the normal expiration of this Lease Agreement. LESSOR may, in its sole discretion, allow LESSEE to hold over upon expiration of this Lease, on such terms and conditions as LESSOR shall deem warranted. In the event that LESSEE shall hold over, LESSOR shall have the exclusive right to determine the terms and conditions of the same and shall notify LESSEE of those conditions in writing.

22. **Quiet Enjoyment and Right of Use.** LESSOR hereby covenants with LESSEE, that upon paying the rent and upon the performance by the LESSEE of the covenants and agreements herein set forth, that LESSEE shall have the right of ingress and egress to, from, and upon the leased Premises for all purposes necessary to the full quiet enjoyment by said LESSEE during the term of this Lease of the rights conveyed herein without any interruption by the LESSOR or by any person or persons claiming by, through or under it, unless such use of the Premises is required by LESSOR as set forth in paragraph 23 herein. LESSOR warrants unto LESSEE that the County owns the Premises in fee simple, free and clear of any and all liens, encumbrances, restrictive covenants, and exceptions and that it has full power, right, and authority to lease the Premises pursuant to this Lease.

23. **Lessor's Right of Use.** It is mutually understood and agreed by the LESSOR and LESSEE that if during the term hereof, the demised Premises or any part thereof shall be required by LESSOR for any lawful purpose, particularly including the use thereof for County purposes, or Airport purposes, then, and in that event, the LESSOR may, upon thirty (30) days, written notice

to LESSEE, terminate this Lease Agreement and said property shall be delivered to the LESSOR in as good a condition as existed at the commencement of this Lease.

23. **Abandonment or Suspension of Use.** Should LESSEE voluntarily abandon or suspend its activities on the leasehold property and should that suspension or abandonment continue for a period of sixty (60) days, LESSOR may, at its option, terminate this Lease Agreement and LESSEE shall be required, hereby, to voluntarily quit the leasehold property. In this event, LESSOR may require that LESSEE, at its sole expense, remove all new structures constructed by LESSEE from the leasehold and return the property to LESSOR in as good a condition as existed at the commencement of this Lease.

24. **Cessation of Key West Art and Historical Society, Inc. Operations.** Upon the natural expiration or early termination of this Lease, the operation of the KWAHS as an historical museum and art gallery at Fort East Martello, shall immediately be ceased and all improvements, equipment, and other personalty of the LESSEE, its officers, staff, employees, agents, volunteers, and invitees shall immediately be removed from the Premises. Any damage to the Premises which has occurred due to the use contemplated under this Lease shall be immediately repaired and the Premises restored to its original condition, unless the parties agree at the cessation of operations that the Premises need not be repaired or restored due to other benefits installed by LESSEE during the term of this Lease. Should the LESSEE determine to cease operation prior to the natural termination of this Lease, the LESSEE shall give LESSOR prior written notice of such intended cessation sixty (60) days before the effective date of the cessation of operation.

25. **Control of Use and Protection of Historic Structures.** The LESSEE agrees that it will, within six (6) months of execution of this Lease Agreement, present to the BOCC an updated and detailed Plan which will demonstrate the continued control of the use of the facilities, the protection of the historic structures, including compliance with all life and fire safety codes, future plans for any expansion of services or programs, and other such concerns, which said Plan must be approved by the BOCC. The LESSOR and LESSEE agree that this Plan shall include details on specific repairs and actions taken to repair any damage caused by Hurricane Ian in 2022 to any of the historic structures at Fort East Martello.

26. **Assignment.** LESSEE may not assign this Lease or assign or subcontract any of its obligations under this Lease without the prior written approval of the Monroe County BOCC. All the obligations of this Lease will extend to and bind the legal representatives, successors, and assigns of the LESSEE and the LESSOR.

27. **Subordination.** This Lease is subordinate to the laws and regulations of the United States, the State of Florida, and Monroe County, whether in effect on commencement of this Lease or adopted after that date.

28. **Premises to be Used for Lawful Purposes.** It is expressly covenanted between the parties hereto that the LESSEE will not use, suffer nor permit any person to use in any manner whatsoever the leasehold property, nor any portion thereof, for purposes calculated to injure the reputation of the leasehold property or of the neighboring property, nor for any purpose or use in violation of the laws of the United States, or of the State of Florida, or of the City of Key West, or

of the Ordinances of Monroe County, Florida. LESSEE will keep and save the LESSOR forever harmless from any penalty or damage or charges imposed for any violation of any of said laws, whether occasioned by neglect of LESSEE, and LESSEE will indemnify and save and keep harmless the LESSOR against and from any loss, cost, damage, and expense arising out of any accident or other occurrence, causing injury to any person or property whomsoever or whatsoever, and due directly or indirectly to the use of the leasehold Premises or any part thereof by LESSEE.

29. **Limitation of Lessor's Liability.** It is further agreed that in no case shall the LESSOR herein be liable, under any express or implied covenants in the Lease, for any damages whatsoever to the LESSEE beyond the rent reserved by the Lease accruing, for the act, or breach of covenant, for which damages may be sought to be recovered against said LESSOR, and that in the event said LESSEE shall be ousted from the possession of said property by reason of any defect in the title of said LESSOR or said LESSOR's authority to make this Lease, said LESSEE shall not be required to pay rent under this Lease while it is so deprived of said property, and that said LESSOR shall not incur any liability as a result of such ouster.

30. **No Waiver of Breach.** It is further mutually covenanted and agreed between the parties hereto that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same covenant.

31. **Rules and Regulations.**

A) COMPLIANCE. LESSEE shall comply with all reasonable rules and regulations with respect to use of the Premises, as the same may be amended from time to time, all additional laws, statutes, ordinances, regulations, and rules of the federal, state, and county governments, and any and all plans and programs developed in compliance therewith, which may be applicable to its operations, including specifically, without limiting the generality thereof, federal safety laws and regulations, and federal, state, and county environmental, hazardous waste and materials, historical standards and practices, and natural resources laws, regulations, and permits.

B) It shall be a condition of this lease, that the LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation or of flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the LESSEE, expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the herein described Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

C) This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject

property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules, or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Key West International Airport, including any ordinance, rule, or regulation concerning mandatory insurance requirements for tenants at the Key West International Airport.

D) VIOLATIONS. LESSEE agrees to pay on behalf of the LESSOR any penalty, assessment, or fine, issued against the LESSOR, or to defend in the name of the LESSOR any claim, assessment, or civil action, which may be presented or initiated by any agency or office of the federal, state, or county governments, based in whole or substantial part upon a claim or allegation that LESSEE, its agents, employees, or invitees have violated any law, ordinance, regulation, rule, or directives described in 31(A), (B), or (C) above.

32. **Force Majeure.** If either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor trouble, inability to procure material, failure of power, riots, insurrection, war or Acts of God (including but not limited to flooding, tropical storms, and hurricanes) or other reasons of like nature not the fault of the party delayed, in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a reasonable period.

33. **Leasehold Improvements.** The LESSEE agrees not to make any alterations to said Premises, without first obtaining written consent of the LESSOR to do so. Such alterations shall be based on plans approved by the Airport Director and the Monroe County Administrator or his designee, and shall be subject to all Federal, State, and County code provisions governing construction and historical structures. LESSEE shall be responsible for obtaining any permits required by any governmental agency. All site improvements shall be pre-approved by the Monroe County Board of County Commissioners.

34. **Responsibility for Property on Leasehold.** All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of the LESSEE. The LESSOR shall not be liable to the LESSEE or any other person for any injury, loss, or damage to property or person on the Premises.

35. **Damage to Leasehold.** In the event that the demised Premises, or a major part thereof, are destroyed by fire, storm, or any other casualty, the LESSOR at its option may forthwith repair the damage to the Premises and any structures located thereon at its own cost and expense. The rental thereon shall cease until the completion of such repairs. If LESSOR exercises its option to repair the Premises, LESSEE agrees to assign its right, if any, to the insurance proceeds to the LESSOR.

36. **Rights Reserved.** Rights not specifically granted to LESSEE by this Lease are reserved to the LESSOR.

37. **Indemnification / Hold Harmless / Defense.** The LESSEE covenants and agrees to defend, indemnify and hold harmless Monroe County Board of County Commissioners, and its elected and appointed officers, officials, agents, servants, and employees from any and all claims, demands, or causes of action for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, costs, penalties, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the LESSEE utilizing the property governed by this lease/rental agreement. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

38. **Joint Venture.** LESSEE and LESSOR warrant and represent that by the execution of this Lease Agreement it is not the intent of the parties that the use of the leasehold property by LESSEE or the construction of improvements thereon by LESSEE be construed or deemed to represent a joint venture or undertaking between the LESSOR and LESSEE. LESSEE shall, at all times be responsible for the operation and coordination of maintenance of the leasehold property, the improvements constructed thereon, and the conduct of all activities and services provided by LESSEE as part of its operation.

LESSEE shall be responsible for seeking and applying for funding sources to effect the purposes of this Agreement therefore, nothing contained within the Agreement is to be construed as a limitation on the LESSEE's ability to apply for funding for repairs and maintenance. In addition, LESSOR, as the owner of the improvements, shall also be authorized to apply for grant funding to effect the purposes of this Agreement. LESSOR and its authorized agents, contractors, and employees shall have the right to enter upon the leased premises when LESSOR, at its discretion, undertakes a repair or improvement.

39. **Governing Law, Venue, and Interpretation.** This Lease shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Lease, the LESSOR and LESSEE agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The LESSOR and LESSEE agree that, in the event of conflicting interpretations of the terms or a term of this Lease by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

40. **Severability.** If any term, covenant, condition, or provision of this Lease (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions, and provisions of this Lease, shall not be affected thereby; and each remaining term, covenant, condition, and provision of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions, and provisions of this Lease would prevent the accomplishment of the original intent of this Lease.

The LESSOR and LESSEE agree to reform the Lease to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

41. **Attorney's Fees and Costs**. The LESSOR and LESSEE agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Lease shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

42. **Binding Effect**. The terms, covenants, conditions, and provisions of this Lease shall bind and inure to the benefit of the LESSOR and LESSEE and their respective legal representatives, successors, and assigns.

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

44. **Claims for Federal or State Aid**. LESSOR and LESSEE agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Lease; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

45. **Adjudication of Disputes or Disagreements**. LESSOR and LESSEE agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Lease or by Florida law.

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

47. **Nondiscrimination.** LESSOR and LESSEE agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Lease automatically terminates without any further action on the part of any party, effective the date of the court order. LESSOR and LESSEE agree to comply with all Federal and Florida statutes, and all local ordinances, as

applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s.3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code, Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) All requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; and 12) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Lease.

In the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the Lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise of expiration of appeal rights.

48. **Covenant of No Interest**. LESSOR and LESSEE covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Lease, and that the only interest of each is to perform and receive benefits as recited in this Lease.

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

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

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

52. **Non-Waiver of Immunity**. Notwithstanding the provisions of Chapter 768.28, Florida Statutes, the participation of the LESSOR and LESSEE in this Lease and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the LESSOR be required to contain any provision for waiver.

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

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

55. **Non-Reliance by Non-Parties**. No person or entity shall be entitled to rely upon the terms, or any of them, of this Lease to enforce or attempt to enforce any third-party claim or

entitlement to or benefit of any service or program contemplated hereunder, and the LESSOR and LESSEE agree that neither the LESSOR nor the LESSEE or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Lease separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Lease.

56. **Attestations**. LESSEE agrees to execute such documents as the LESSOR may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Vendor Certification Regarding Scrutinized Companies.

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

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

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

60. **Cancellation of Agreement.** LESSOR may cancel this Lease Agreement by giving LESSEE sixty (60) days' advanced written notice upon the happening of any of the following events: the appointment of a receiver of LESSEE's assets; the divesting of LESSEE's leasehold estate by other operation of law; or the abandonment by LESSEE of the Premises for a period of sixty (60) days. By the end of the sixty (60) days' notice period, LESSEE shall have vacated the premises and the LESSOR may immediately re-enter and take possession of same. If it is necessary to employ the services of an attorney in order to enforce the LESSOR's rights under this paragraph, the LESSOR shall be entitled to reasonable attorney's fees.

61. **Mutual Review.** This Lease has been carefully reviewed by LESSEE and LESSOR; therefore, this Lease is not to be construed against either party on the basis of authorship.

62. **Remedies Cumulative.** All remedies hereinbefore and hereafter conferred on LESSOR shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

63. **Notices.** Any notice or correspondence required or permitted pursuant to this Lease shall be in writing and hand delivered or sent by United States Mail, postage prepaid, to the other party by certified mail, return receipt requested, or by courier with proof of delivery. Notice is deemed received by LESSEE when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice shall be sent to the following addresses:

LESSOR:

County Administrator
Monroe County
1100 Simonton Street
Room 2-205
Key West, Florida 33040

and

County Attorney
Monroe County
P. O. Box 1026
Key West, Florida 33041

LESSEE:

Executive Director
Key West Art and Historical
Society, Inc.
281 Front Street
Key West, Florida 33040

64. **Board of Directors Residency Requirements.** During the term of this Lease, the LESSEE agrees that a majority of its Board of Directors shall be residents of Monroe County, Florida.

65. **Entire Agreement**. This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any previous Lease Agreement, or any amendments thereto, entered into by the parties hereto shall be terminated upon execution of this Lease Agreement. Any amendment to this Lease shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BY:_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA
LESSOR

BY:_____
Mayor/Chairperson

WITNESSES:

_____
Signature

_____
Print Name Date

_____
Signature

_____
Print Name Date

KEY WEST ART AND HISTORICAL
SOCIETY, INC.
LESSEE

BY:_____

Print Name:_____

Title:_____

Date:_____

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 10/30/2023

EXHIBITS “A” AND “A-1”

Diagram of Fort East Martello
and
Legal Description of Premises

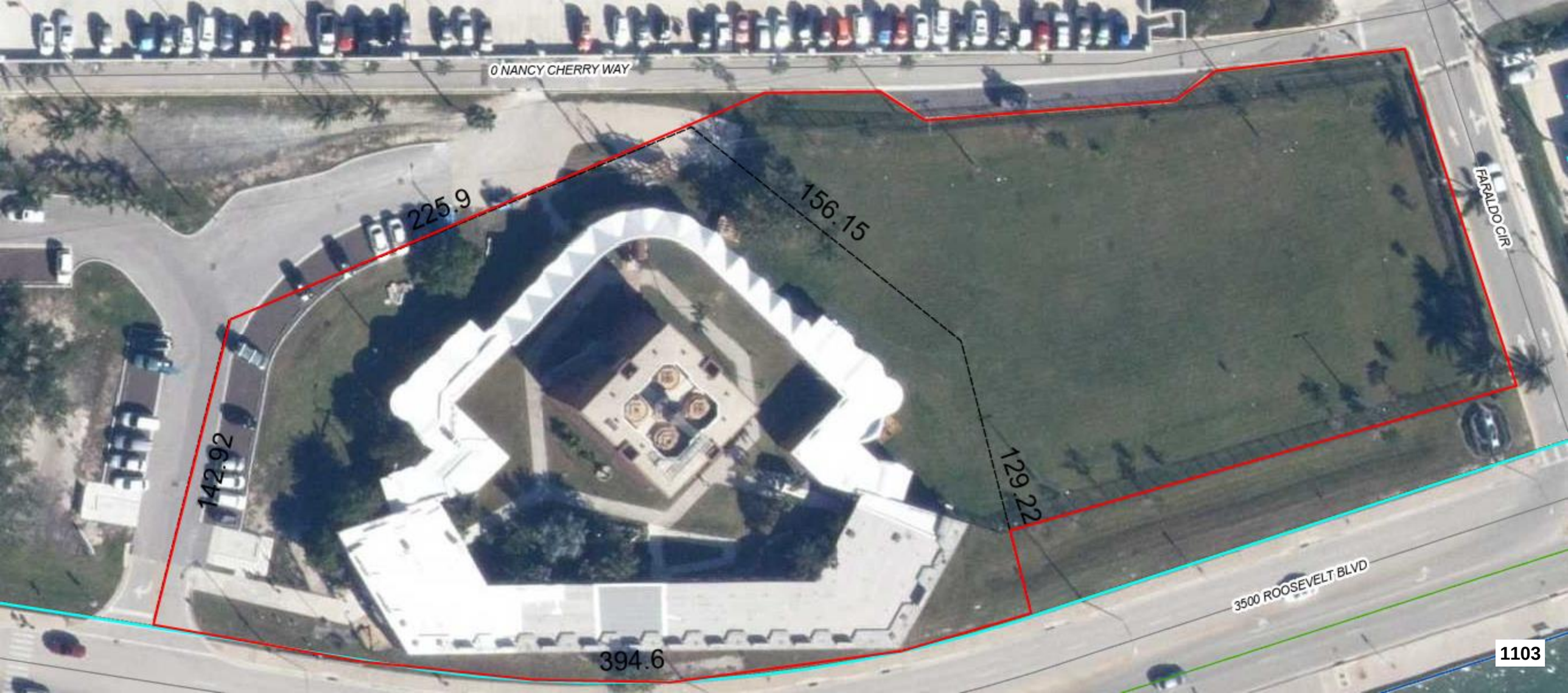

0 NANCY CHERRY WAY
225.9
156.15
129.22
142.92
394.6
FARALDO CIR
3500 ROOSEVELT BLVD
1103

Exhibit "A-1"

Commencing at the intersection of the Easterly property line of Meacham Field and the Northerly R/W line of South Roosevelt Boulevard, both as existing January 5, 1956; thence S 08º57'40" W along said Northerly R/W line, 596.11 feet to the POINT OF BEGINNING; thence N 24º01'10" W 129.22 feet; thence N 58º35'40" W, 156.15 feet; thence S 58º05'00" W, 225.90 feet; thence S 04º12'20" W 142.92 feet, to the Northerly R/W line of South Roosevelt Boulevard; thence in an Easterly direction along said Northerly R/W line 394.6 feet, more or less, to the Point of Beginning.

A parcel of land being a part of East Martello Towers recorded in Plat Book 1 at Page 31 of the Public Records of Monroe County, Florida, and said parcel lying Easterly and adjacent to the parcel of land leased to the Key West Art and Historical Society, and being more particularly described as follows:

Commence at a point being the most Southeasterly point of said parcel of land leased to the Key West Art and Historical Society. Thence N 69º51'24" E along the Northwesterly right of way of Roosevelt Boulevard for a distance of 170 feet to a point. Thence N 03º59'32" West for a distance of 166 feet to a point. Thence S 86º00'28" West for a distance of 325 feet more or less to a point. Thence S 58º35'40" East for a distance of 156.15 feet to a point. Thence S 21º02'20" East for a distance of 129.22 feet back to the point of beginning.

EXHIBIT “B”

Insurance Requirements

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

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

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

The minimum limits acceptable is:

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

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

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

GL3

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

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

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable is:

$300,000 Combined Single Limit (CSL)

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

$ 200,000 per Person
$ 300,000 per Occurrence
$ 200,000 Property Damage

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

VL2

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

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

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

$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$100,000 Bodily Injury by Disease, each employee

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

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

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

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

WC1

COUNTY FORMS

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990

MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"_____"
(Company)

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

_____
(Signature)

Date: _____

STATE OF: _____
COUNTY OF: _____
Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on _____, 20_____ (date) by _____ (name of affiant). He/She is personally known to me or has produced _____ as identification. (Type of identification)

_____
NOTARY PUBLIC

My commission expires: _____ (SEAL)

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither _____ (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last thirty-six (36) months.

_____

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on the _____ day of _____,

20____ (date), by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

_____

NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s):_____

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number_____ Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for good or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

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

Certified By: _____, who is authorized to sign on behalf of the above referenced company.

Authorized Signature:_____

Print Name:_____

Title:_____

Note: The List are available at the following Department of Management Services Site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F18
2023-1762

BULK ITEM: Yes

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:
N/A

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: Approval of various resolutions for the transfer of funds and resolutions for the receipt of unanticipated revenue.

ITEM BACKGROUND:
SEE ATTACHED ITEMS

PREVIOUS RELEVANT BOCC ACTION:
SEE ATTACHED ITEMS

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Items 1-71.pdf
November 8th Schedule.pdf

FINANCIAL IMPACT:

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#158 - Miscellaneous Special Revenue Fund**	
From:	**158-5130-85547-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85547 - Reserves 158**	
Amount:	**$26,195.16**	
To:	**158-5190-68627-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#68627 - Ordinance 016-2004 Teen Court**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#158 - Miscellaneous Special Revenue**	
From:	**158-5130-85547-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85547 - Reserves 158**	
Amount:	**$78,101.08**	
To:	**158-5290-68640-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#68640 - Opioid Settlements**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#125 - Governmental Grants Fund**	
From:	**125-5190-06063-530490-SC_00071**	**Miscellaneous Expenses**
Cost Center:	**#06063 - American Rescue Plan Act CLFRF**	
Amount:	**$124,255.77**	
To:	**125-5190-06067-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#06067 - ARPA Facilities Maintenance**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#304 - One Cent Infrastructure Sales Surtax**	
From:	**304-5130-85532-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85532 - Reserves 304**	
Amount:	**$400,000.00**	
To:	**304-5490-27011-530310-SC_00122**	**Construction Services**
Cost Center:	**#27011 - Bimini Drive Bridge Replacement**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 - General Fund**	
From:	**001-5610-61503-530310-SC_00031**	**Impatient Hospital Services**
Cost Center:	**#61503 - Health Care Respite Act**	
Amount:	**$14,832.00**	
To:	**001-5690-61526-530440-SC_00050**	**Rentals and Leases**
Cost Center:	**#61526 - Social Services Operating**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 - General Fund**	
From:	**001-5640-61502-530310-SC_00034**	**Medicaid Nursing Home**
Cost Center:	**#61502 - Welfare Services**	
Amount:	**$60,510.00**	
To:	**001-5690-61526-530440-SC_00050**	**Rentals and Leases**
Cost Center:	**#61526 - Social Services Operating**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

OMB Schedule Item Number 7

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Fund Type Grants**	**Grant Period:**	**10/1/22 - 9/30/24**		
Cost Center:	**#13505 - Radiological Emergency Preparedness (REP)**	**Grant Amount:**	**FY22/23:**	**$**	**167,782.00**
Function:	**#5200**		**FY23/24:**	**$**	**176,171.00**
Activity:	**#5250**			**$**	**343,953.00**
Offcl/Division:	**#1012**				

Revenue:	
125 - 13505 - 342000 - RC_00153 - Public Safety Other Services	**$176,171.00**
Total Revenue:	**$176,171.00**
Appropriations:	
125 - 13505 - 530490 - SC_00071 - Miscellaneous Expenses	**$176,171.00**
Total Appropriations:	**$176,171.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Government Grants Fund**	**FWC Contract:**	**23148**
Cost Center:	**#62654 - Derelict Vessel Removal FY24 (2)**	**CSFA:**	**77.005**
Function:	**#5300 - Physical Environment**	**Grant Period:**	**Execution - 02/09/2024**
Activity:	**#5370 - Conservation Resource Mgmt**		
Offcl/Division:	**#1015 - Growth Management**		
Grant Manager:	**Brittany Burtner**		
Department:	**Planning & Environmental Resources**		

Revenue:						
125	**62654**	**334300**	**RC_00056**	**State Grants Physical Environm**		**$405,043.00**
Total Revenue:						**$405,043.00**
Appropriations:						
125	**62654**	**530310**	**SC_00036**	**Other Contractual Services**		**$405,043.00**
Total Appropriations:						**$405,043.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Government Grants Fund**	**FWC Contract:**	**23135**
Cost Center:	**#62655 - Marine Protection Mooring Field Project**	**CSFA:**	**77.063**
Function:	**#5300 - Physical Environment**	**Grant Period:**	**07/01/23-06/30/26**
Activity:	**#5370 - Conservation Resource Mgmt**		
Offcl/Division:	**#1015 - Growth Management**		
Grant Manager:	**Brittany Burtner**		
Department:	**Planning & Environmental Resources**		

Revenue:						
125	**62655**	**334300**	**RC_00056**	**State Grants Physical Environm**		**$1,610,000.00**
Total Revenue:						**$1,610,000.00**
Appropriations:						
125	**62655**	**530310**	**SC_00036**	**Other Contractual Services**		**$1,610,000.00**
Total Appropriations:						**$1,610,000.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

OMB Schedule Item Number 10

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**				
Cost Center:	**#22592 - Crane Blvd Shared Use Path LAP**			**CFDA:**	**20.205**
Function:	**5400**	**Function Name:**	**Transportation**	**Grant Period:**	**Execution-03/12/26**
Activity:	**5490**	**Activity Name:**	**Other Transportation Svcs**		
Offcl/Division:	**1021**	**Offcl/Division Name:**	**Engineering**		
Grant Manager:	**Debra London**				
Department:	**Engineering**				

Revenue:	
125 - 22592 - 334400 - RC_00060 - State Grants Transportation	**$489,621.00**
Total Revenue:	**$489,621.00**
Appropriations:	
125 - 22592 - 530310 - SC_00036 - Other Contractual Services	**$489,621.00**
Total Appropriations:	**$489,621.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Item 10 Unant Fund 125 22592 Crane Blvd Shared Use Path LAP

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for the rollover for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund: **#403 - Marathon Airport**
Cost Center: **#635250 - Monroe County Emergency Operations & Public Safety**

Revenue:		
403 - 635250 - 331200 - RC_00033	**- Federal Grants Public Safety**	**$4,495,710.23**
403 - 635250 - 334400 - RC_00057	**- State Grants Transportation**	**$3,041,667.37**
Total Revenue:		**$7,537,377.60**
Appropriations:		
403 - 635250 - 530310 - SC_00038	**- Professional Services**	**$7,537,377.60**
Total Appropriations:		**$7,537,377.60**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Item 11 Rlvr Fund 403 635250 Monroe County Emergency Operations & Public Safety

OMB Schedule Item Number 12

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2023, be and the same is hereby increased by the amount hereinafter set forth:

Fund: **#304 - One Cent Infrastructure Sales Surtax**

Revenue:								
304	-		-	381000	-	RT_00119	- F_166 to F_304	$2,575.00
304	-		-	381000	-	RT_00120	- F_168 to F_304	$48,121.00
304	-		-	381000	-	RT_00121	- F_169 to F_304	$485.00
304	-		-	381000	-	RT_00122	- F_170 to F_304	$9,124.00
304	-		-	381000	-	RT_00123	- F_174 to F_304	$601.00
304	-		-	381000	-	RT_00127	- F_315 to F_304	$398,300.00
304	-		-	381000	-	RT_00022	- F_308 to F_304	$186,086.00
Total Revenue:								$645,292.00
Appropriations:								
304	-	22037	-	530310	-	SC_00036	- Other Contractual Services	$2,575.00
304	-	22038	-	530310	-	SC_00036	- Other Contractual Services	$48,121.00
304	-	22039	-	530310	-	SC_00036	- Other Contractual Services	$485.00
304	-	22040	-	530310	-	SC_00036	- Other Contractual Services	$9,124.00
304	-	22041	-	530310	-	SC_00036	- Other Contractual Services	$601.00
304	-	22042	-	530310	-	SC_00036	- Other Contractual Services	$398,300.00
304	-	22043	-	530310	-	SC_00036	- Other Contractual Services	$186,086.00
Total Appropriations:								$645,292.00

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**166 – Marathon Municipal Service**	
From:	**166-5350-55000-530490-SC_00071**	**Miscellaneous Expense**
Cost Center:	**55000 – Marathon Municipal Wastewater**	
Amount:	**$2,000.00**	
To:	**166-5810-86578-581000-ST_00119**	**F_166 to F_304**
Cost Center:	**86578 – Budgeted Transfers 166**	
From:	**166-5860-69008-530490-SC_00071**	**Miscellaneous Expense**
Cost Center:	**69008 – Tax Collector-166**	
Amount:	**$300.00**	
To:	**166-5810-86578-581000-ST_00119**	**F_166 to F_304**
Cost Center:	**86578 – Budgeted Transfers 166**	
From:	**166-5130-85551-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**85551 – Reserves 166**	
Amount:	**$275.00**	
To:	**166-5810-86578-581000-ST_00119**	**F_166 to F_304**
Cost Center:	**86578 – Budgeted Transfers 166**	
Fund:	**168 – Bay Point WW MSTU**	
From:	**168-5350-55002-530490-SC_00071**	**Miscellaneous Expenses**
Cost Center:	**55002 – Bay Point Wastewater MSTU**	
Amount:	**$46,121.00**	
To:	**168-5810-86579-581000-ST_00120**	**F_168 to F_304**
Cost Center:	**86579 – Budgeted Transfers 168**	
From:	**168-5130-85553-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**85553 – Reserves 168**	
Amount:	**$2,000.00**	
To:	**168-5810-86579-581000-ST_00120**	**F_168 to F_304**
Cost Center:	**86579 – Budgeted Transfers 168**	
Fund:	**169 – Big Coppitt WW MSTU**	
From:	**169-5350-55003-530490-SC_00071**	**Miscellaneous Expenses**
Cost Center:	**55003 – Big Coppitt Wastewater MSTU**	
Amount:	**$400.00**	
To:	**169-5810-86580-581000-ST_00121**	**F_169 to F_304**
Cost Center:	**86580 – Budgeted Transfers 169**	
From:	**169-5130-85554-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**85554 – Reserves 169**	
Amount:	**$85.00**	
To:	**169-5810-86580-581000-ST_00121**	**F_169 to F_304**
Cost Center:	**86580 – Budgeted Transfers 169**	

Fund:	**170 – Key Largo WW MSTU**	
From:	**170-5350-55004-530490-SC_00071**	**Miscellaneous Expenses**
Cost Center:	**55004 – Key Largo Wastewater MSTU**	
Amount:	**$8,624.00**	
To:	**170-5810-86581-581000-ST_00122**	**F_170 to F_304**
Cost Center:	**86581 – Budgeted Transfers 170**	
From:	**170-5130-85555-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**85555 – Reserves 170**	
Amount:	**$500.00**	
To:	**170-5810-86581-581000-ST_00122**	**F_170 to F_304**
Cost Center:	**86581 – Budgeted Transfers 170**	
Fund:	**174 – Conch Key WW MSTU**	
From:	**174-5350-55008-530490-SC_00071**	**Miscellaneous Expenses**
Cost Center:	**55008 – Conch Key MSTU**	
Amount:	**$501.00**	
To:	**174-5810-86582-581000-ST_00123**	**F_174 to F_304**
Cost Center:	**86582 – Budgeted Transfers 174**	
From:	**174-5130-85560-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**85560 – Reserves 174**	
Amount:	**$100.00**	
To:	**174-5810-86582-581000-ST_00123**	**F_174 to F_304**
Cost Center:	**86582 – Budgeted Transfers 174**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for the rollover for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**
Cost Center:	**#22583 - SCOP Card Sound Road Mill and Resurface**
Function:	**5400**
Activity:	**5490**
Offcl/Division:	**1021**
Grant Manager:	**Olympia Newton**
Department:	**Engineering**

Revenue:	
125 - 22583 - 334400 - RC_00060 - State Grants Transportation	**$577,452.66**
Total Revenue:	**$577,452.66**
Appropriations:	
125 - 22583 - 530310 - SC_00122 - Construction Services	**$577,452.66**
Total Appropriations:	**$577,452.66**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2023, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**			**Contract Period:**	**10/01/23-09/30/24**
Cost Center:	**#6156023 - Older Americans Act III-B**			**New Contract:**	**RP 2129.3**
Function:	**5600**	**Function Name:**	**Human Services**	**CFDA:**	**93.044**
Activity:	**5640**	**Activity Name:**	**Public Assistance**		
Offcl/Division:	**1016**	**Offcl/Division Name:**	**Community Services**		
Grant Manager:	**Kim Wilkes**				
Department:	**Social Services**				

Revenue:	
125 - 6156023 - 331600 - RC_00044 - Federal Grants - Other Human Svcs	**$9,704.30**
125 - 6156023 - 381000 - RT_00001 - F_001 to F_125	**$1,078.26**
Total Revenue:	**$10,782.56**
Appropriations:	
125 - 6156023 - 510000 - SC_00016 - Salaries & Wages	**$6,782.56**
125 - 6156023 - 510210 - SC_00019 - Payroll Taxes	**$2,000.00**
125 - 6156023 - 510220 - SC_00023 - Retirement	**$2,000.00**
Total Appropriations:	**$10,782.56**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**			**Contract Period:**	**10/01/23-09/30/24**
Cost Center:	**#6156423 - Older Americans Act III-E**			**New Contract:**	**RP 2129.3**
Function:	**5600**	**Function Name:**	**Human Services**	**CFDA:**	**93.052**
Activity:	**5640**	**Activity Name:**	**Public Assistance**		
Offcl/Division:	**1016**	**Offcl/Division Name:**	**Community Services**		
Grant Manager:	**Kim Wilkes**				
Department:	**Social Services**				

Revenue:							
125	**6156423**	**331600**	**RC_00044**	**-**	**Federal Grants-Other Human Svcs**		**$7,000.00**
125	**6156423**	**381000**	**RT_00001**	**-**	**F_001 to F_125**		**$777.78**
Total Revenue:							**$7,777.78**
Appropriations:							
125	**6156423**	**510000**	**SC_00016**	**-**	**Salaries & Wages**		**$5,777.78**
125	**6156423**	**510210**	**SC_00019**	**-**	**Payroll Taxes**		**$1,000.00**
125	**6156423**	**510220**	**SC_00023**	**-**	**Retirement**		**$1,000.00**
Total Appropriations:							**$7,777.78**

BE IT URTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Type Grants**			**Number:**	**FEMA-4673-DR**
Cost Center:	**#0459116 - Hurricane Ian**				
Function:	**5300**	**Function Name:**	**Physical Environment**		
Activity:	**5250**	**Activity Name:**	**Emergency Disaster Relief**		
Offcl/Division:	**1000**	**Offcl/Division Name:**	**Board of County Commissioners**		

Revenue:	
125 - 0459116 - 331300 - RC_00043 - Federal Grants Physical Environment	**$6,502.50**
125 - 0459116 - 334300 - RC_00053 - State Grants Physical Environment	**$1,083.75**
Total Revenue:	**$7,586.25**
Appropriations:	
125 - 0459116 - 530460 - SC_00062 - Repair & Maintenance	**$7,586.25**
Total Appropriations:	**$7,586.25**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Type Grants**			**Number:**	**FEMA-4673-DR**
Cost Center:	**#0459116 - Hurricane Ian**				
Function:	**5300**	**Function Name:**	**Physical Environment**		
Activity:	**5250**	**Activity Name:**	**Emergency Disaster Relief**		
Offcl/Division:	**1000**	**Offcl/Division Name:**	**Board of County Commissioners**		

Revenue:	
125 - 0459116 - 331300 - RC_00043 - Federal Grants Physical Environment	**$7,425.00**
125 - 0459116 - 334300 - RC_00053 - State Grants Physical Environment	**$1,237.50**
Total Revenue:	**$8,662.50**
Appropriations:	
125 - 0459116 - 530460 - SC_00062 - Repair & Maintenance	**$8,662.50**
Total Appropriations:	**$8,662.50**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#414 - MSD Solid Waste**
Cost Center:	**#40000 - Solid Waste Operations**
Function:	**5300**
Activity:	**5340**
Offcl/Division:	**1013**

Revenue:		
414 - 40000 - 331300 - RC_00043	**- Federal Grants Physical Environment**	**$17,707.45**
414 - 40000 - 334300 - RC_00053	**- State Grants Physical Environment**	**$983.75**
Total Revenue:		**$18,691.20**
Appropriations:		
414 - 40000 - 530310 - SC_00036	**- Other Contractual Services**	**$18,691.20**
Total Appropriations:		**$18,691.20**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#414 - MSD Solid Waste**
Cost Center:	**#40003 - Hurricane Irma-Solid Waste**
Function:	**5300**
Activity:	**5340**
Offcl/Division:	**1013**

Revenue:		
414 - 40003 - 331300 - RC_00043 - Federal Grants Physical Environment		**$53,025.66**
414 - 40003 - 334300 - RC_00053 - State Grants Physical Environment		**$2,945.87**
Total Revenue:		**$55,971.53**
Appropriations:		
414 - 40003 - 530310 - SC_00036 - Other Contractual Services		**$55,971.53**
Total Appropriations:		**$55,971.53**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#304 - One Cent Infrastructure Sales Surtax**	
From:	**304-5130-85532-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85532 - Reserves 304**	
Amount:	**$550,306.00**	
To:	**304-5190-24007-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#24007 - Public Defender Simonton Property**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for the rollover for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**	**CFDA:**	**21.027**
Cost Center:	**#06067 - ARPA Facilities Maintenance**	**Funding Deadlines:**	
		Obligation of Funds:	3/3/21 - 12/31/24
		Expenditure of Funds:	3/3/21 - 12/31/26

Revenue:				
125 - 06067 - 331500 -	**RC_00042**	**-**	**Federal Grants Econonmic Environment**	**$882,556.88**
Total Revenue:				**$882,556.88**
Appropriations:				
125 - 06067 - 530310 -	**SC_00062**	**-**	**Repair and Maintenance**	**$97,261.92**
125 - 06067 - 530310 -	**SC_00036**	**-**	**Other Contractual Services**	**$785,294.96**
Total Appropriations:				**$882,556.88**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**	**FPN:**	**FM451622-1-54-01**
Cost Center:	**#22593 - Key Largo III SCOP**	**CSFA:**	**55.009**
Function:	**5400 - Transportation**	**Grant Period:**	**Execution - 12/31/2025**
Activity:	**5490 - Other Transportation Svcs**		
Offcl/Division:	**1021 - Engineering**		
Grant Manager:	**Olympia Newton**		
Department:	**Engineering**		

Revenue:	
125 - 22593 - 334400 - RC_00059 - State Grants Transportation	**$2,787,598.00**
Total Revenue:	**$2,787,598.00**
Appropriations:	
125 - 22593 - 530310 - SC_00036 - Other Contractual Services	**$2,787,598.00**
Total Appropriations:	**$2,787,598.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#141 - Fire & Ambulance District 1 Lower & Middle Keys**	
From:	**141-5130-85520-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85520 - Reserves 141**	
Amount:	**$46,000.00**	
To:	**141-5810-86511-581000-SC_00131**	**F_141 to F_610**
Cost Center:	**#86511 - Budgeted Transfers 141**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2023, be and the same is hereby increased by the amount hereinafter set forth:

Fund: **#610 - Fire & EMS LOSAP**
Cost Center: **#14501 - Length of Service Award Program Admin**

Revenue:					
610	**-**	**381000**	**-**	**RT_00131 - F_141 to F_610**	**$46,000.00**
Total Revenue:					**$46,000.00**
Appropriations:					
610	**14501**	**530310**	**SC_00038**	**- Professional Services**	**$46,000.00**
Total Appropriations:					**$46,000.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#104 -Middle Keys Health Care Municipal Service Taxing**	
From:	**104-5130-85577-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85577 - Reserves 104**	
Amount:	**$2,000.00**	
To:	**104-5819-69209-586600-SC_00117**	**Transfer Out Property Appraiser-Draws**
Cost Center:	**#69209 - Property Appraiser-104**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#150 - 911 Enhancement Fund**	
From:	**150-5210-10504-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#10504 - 911 Enhancement Fund**	
Amount:	**$40,000.00**	
To:	**150-5210-10506-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#10506 - 911 Enhancement/Wireless Total**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#158 - Misc Special Revenue Fund**	
From:	**158-5130-85547-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85547 - Reserves 158**	
Amount:	**$37,624.29**	
To:	**158-5290-10505-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#10505 - Interagency Communication**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#148 - Planning, Building, Zoning**	
From:	**148-5190-50500-510000-SC_00036**	**Other Contractual Services**
Cost Center:	**#50500 - Planning Department**	
Amount:	**$55,000.00**	
To:	**148-5150-51500-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#51500 - Planinng Commsision**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for the rollover for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Government Fund Type Grants**			**Financial Project:**	**#05030**
Cost Center:	**#05030 - MC Canals 25, 259,291,475 Rest Prjcts.**			**Contract:**	**LPA0249**
Function:	**#5300**	**Function Name:**	**Physical Enviornment**		
Activity:	**#5390**	**Activity Name:**	**Other Physical Environment**		
Offcl/Division:	**#1010**	**Offcl/Division Name:**	**County Admistrator**		
Grant Manager:	**Rhonda Haag**				
Department:	**Sustainability**				

Revenue:	
125 - 05030 - 334300 - RC_00056 - State Grants Environment	**$101,195.70**
Total Revenue:	**$101,195.70**
Appropriations:	
125 - 05030 - 530310 - SC_00036 - Other Contractual Services	**$101,195.70**
Total Appropriations:	**$101,195.70**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for the rollover for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 Government Fund Type Grants**			**Contract:**	**#H0856**
Cost Center:	**#05034 - Watershed Management Plan Update**			**Project #:**	**4337-004-Pb**
				FAIN:	**FEMA-DR-4337-FL**
Function:	**#5300**	**Function Name:**	**Physical Environment**	**CFDA:**	**#97.039**
Activity:	**#5390**	**Activity Name:**	**Other Physical Environment**	**Grant Period:**	**12/8/2022 - 9/30/2023**
Offcl/Division:	**#1010**	**Offcl/Division Name:**	**County Administrator**		
Grant Manager:	**Rhonda Haag**				

Revenue:	
125 - 05034 - 334300 - RC_00056 - Federal Grant - Phys Environ	**$497,562.50**
Total Revenue:	**$497,562.50**
Appropriations:	
125 - 05034 - 530310 - SC_00036 - Other Contractual Services	**$497,562.50**
Total Appropriations:	**$497,562.50**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for the rollover for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**	**CFDA:**	**21.027**
Cost Center:	**#06066 - ARPA Parks and Beaches**	**Funding Deadlines:**	
		Obligation of Funds:	**3/3/21 - 12/31/24**
		Expenditure of Funds:	**3/3/21 - 12/31/26**

Revenue:	
125 - 06066 - 331500 - RC_00042 - Federal Grants Econonmic Environment	**$1,827,986.52**
Total Revenue:	**$1,827,986.52**
Appropriations:	
125 - 06066 - 530310 - SC_00036 - Other Contractual Services	**$1,827,986.52**
Total Appropriations:	**$1,827,986.52**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

OMB Schedule Item Number 33

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for the rollover for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**	**CFDA:**	**21.027**
Cost Center:	**#06068 - ARPA Corrections Facilities**	**Funding Deadlines:**	
		Obligation of Funds:	3/3/21 - 12/31/24
		Expenditure of Funds:	3/3/21 - 12/31/26

Revenue:	
125 - 06068 - 331500 - RC_00042 - Federal Grants Econonmic Environment	**$559,390.50**
Total Revenue:	**$559,390.50**
Appropriations:	
125 - 06068 - 530310 - SC_00036 - Other Contractual Services	**$452,070.50**
125 - 06068 - 530310 - SC_00062 - Repair and Maintenance	**$107,320.00**
Total Appropriations:	**$559,390.50**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for the rollover for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund: **#125 - Governmental Grants Fund** **CFDA: 21.027**
Cost Center: **#06069 - ARPA Fire Rescue**

Revenue:	
125 - 06069 - 331500 - RC_00042 - Federal Grants Econonmic Environment	**$86,488.00**
Total Revenue:	**$86,488.00**
Appropriations:	
125 - 06069 - 530490 - SC_00071 - Miscellaneous Expenses	**$86,488.00**
Total Appropriations:	**$86,488.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor Craig Cates _____
Mayor *Pro Tem* Holly Merrill Raschein _____
Commissioner Michelle Lincoln _____
Commissioner James Scholl _____
Commissioner David Rice _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for the rollover for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**	**CFDA:**	**21.027**
Cost Center:	**#06070 - ARPA Fleet Management**	**Funding Deadlines:**	
		Obligation of Funds:	3/3/21 - 12/31/24
		Expenditure of Funds:	3/3/21 - 12/31/26

Revenue:	
125 - 06070 - 331500 - RC_00042 - Federal Grants Econonmic Environment	**$90,129.06**
Total Revenue:	**$90,129.06**
Appropriations:	
125 - 06070 - 560600 - SC_00102 - Capital Outlay - Equipment	**$90,129.06**
Total Appropriations:	**$90,129.06**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for the rollover for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**	**CFDA:**	**21.027**
Cost Center:	**#06072 - ARPA Information Technology**	**Funding Deadlines:**	
		Obligation of Funds:	**3/3/21 - 12/31/24**
		Expenditure of Funds:	**3/3/21 - 12/31/26**

Revenue:	
125 - 06072 - 331500 - RC_00042 - Federal Grants Economic Environment	**$60,596.15**
Total Revenue:	**$60,596.15**
Appropriations:	
125 - 06072 - 530310 - SC_00036 - Other Contractual Services	**$15,900.00**
125 - 06072 - 530520 - SC_00083 - Operating Supplies	**$44,696.15**
Total Appropriations:	**$60,596.15**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for the rollover for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**			**Assistance Listing #:**	**21.032**
Cost Center:	**#06073 - American Rescue Plan Act LATCF**				
Function:	**5500**	**Function Name:**	**Economic Environment**		
Activity:	**5590**	**Activity Name:**	**Other Economic Environment**		
Offcl/Division:	**1023**	**Offcl/Division Name:**	**Budget & Finance**		
Grant Manager:	**John Quinn**				
Department:	**OMB**				

Revenue:	
125 - 06073 - 331500 - RC_00042 - Federal Grants-Economic Envir	**($1,526,054.10)**
Total Revenue:	**($1,526,054.10)**
Appropriations:	
125 - 06073 - 530310 - SC_00036 - Other Contractual Services	**($1,526,054.10)**
Total Appropriations:	**($1,526,054.10)**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for the rollover for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Fund Type Grants**			**Financial Project:**	**4337-515-R**
Cost Center:	**#22578 - HMGP Wind Retrofit Phase I**			**Agreement #:**	**H0703**
Function:	**5300**	**Function Name:**	**Phys Env**	**FAIN #:**	**FEMA-DR-4337-FL**
Activity:	**5390**	**Activity Name:**	**Other Phys E**	**Grant Period:**	**Upon Execution - 2/28/24**
Offcl/Division:	**1021**	**Offcl/Division Name:**	**Engineering**	**CFDA:**	**97.039**

Revenue:	
125 - 22578 - 331300 - RC_00043 - Federal Grants Physical Environ	**$150,070.63**
Total Revenue:	**$150,070.63**
Appropriations:	
125 - 22578 - 530310 - SC_00036 - Other Contractual Services	**$150,070.63**
Total Appropriations:	**$150,070.63**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#149 - Municipal Policing**	
From:	**149-5130-85545-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85545 -Reserves 149**	
Amount:	**$1,000.00**	
To:	**149-5210-68608-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#68608 - Sheriff Unincorporated/Layton**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 - General Fund**	
From:	**001-5190-20501-530430-SC_00046**	**Utilities**
Cost Center:	**#20501 - Facilities Maintenance**	
Amount:	**$100,000.00**	
To:	**001-5810-86500-581000-ST_00001**	**F_001 to F_125**
Cost Center:	**#86500 - Budgeted Transfers 001**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#149 - Municipal Policing**	
From:	**149-5130-85545-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85545 - Reserves 149**	
Amount:	**$7,000.00**	
To:	**149-5210-68610-586400-SC_00116**	**Transfer Out MCSO Payroll Draws**
Cost Center:	**#68610 - Sheriff- Islamorada**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#149 - Municipal Policing**	
From:	**149-5130-85545-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85545 - Reserves 149**	
Amount:	**$1,000.00**	
To:	**149-5210-68611-586400-SC_00116**	**Transfer Out MCSO Payroll Draws**
Cost Center:	**#68611 - Sheriff Marathon**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#149 - Municipal Policing**	
From:	**149-5130-85545-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85545 - Reserves 149**	
Amount:	**$3,000.00**	
To:	**149-5130-69207-586600-SC_00117**	**Transfer Out Property Appraiser Draws**
Cost Center:	**#69207 - Property Appraiser-149**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#116 -TDC Admin & Promo 2 Cent**	
From:	**116-5790-76065-530310-SC_00039**	**Resources**
Cost Center:	**#76065 - TDC Promotions & Advertising-116**	
Amount:	**$10,059.40**	
To:	**116-5520-76079-530480-SC_00066**	**Promotional Activites**
Cost Center:	**#76079 - European Sales Agency**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for the rollover for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024 now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#406 - PFC & Operating Restrictions**
Cost Center:	**#636174 - EYW Replace Airport Beacon-Dsgn & Const.**
Project:	**#GAKAP166 - EYW Replace Airport Beacon-Dsgn & Const.**
Function:	**#5400**
Activity:	**#5420**
Offcl/Division:	**#1018**

Revenue:	
406 - 636174 - 343000 - RC_00161 - Charges for Services - Transportation	**$389,168.00**
Total Revenue:	**$389,168.00**
Appropriations:	
406 - 636174 - 530310 - SC_00036 - Other Contractual Services	**$389,168.00**
Total Appropriations:	**$389,168.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#117 -TDC District 1 Third Cent**	
From:	**117-5520-77003-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#77003 - TDC Administration-117**	
Amount:	**$30,000.00**	
To:	**117-5520-77041-510000-SC_00016**	**Regular Salaries & wages**
Cost Center:	**#77041 - Payroll Items 117**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#121 - TDC District 5 Third Cent**	
From:	**121-5520-71003-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#71003 - TDC Administration-121**	
Amount:	**$10,000.00**	
To:	**121-5520-71045-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#71045 - Payroll Items 121**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#118 - TDC District 2 Third Cent**	
From:	**118-5590-78003-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#78003 - TDC Administration-118**	
Amount:	**$25,000.00**	
To:	**118-5520-78042-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#78042 - Payroll Items 118**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 - General Fund**	
From:	**001-5710-62024-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#62024 - Libraries Key West**	
Amount:	**$200,000.00**	
To:	**001-5710-62023-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#62023 - Libraries Administrative Support Total**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 - General Fund**	
From:	**001-5190-20501-530430-SC_00046**	**Utilities**
Cost Center:	**#20501 - Facilities Maintenance**	
Amount:	**$160,000.00**	
To:	**001-5710-62023-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#62023 - Libraries Administrative Support Total**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 - General Fund**	
From:	**001-5130-06000-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#06000 - Grants Administration**	
Amount:	**$100,000.00**	
To:	**001-5130-06030-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#06030 - Purchasing**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 - General Fund**	
From:	**001-5130-06001-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#06001 - Office of Management & Budget**	
Amount:	**$100,000.00**	
To:	**001-5130-06030-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#06030 - Purchasing**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#158 - Misc Special Revenue Fund**	
From:	**158-5130-85547-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85547 - Reserves 158**	
Amount:	**$4,735.94**	
To:	**158-5720-20514-530520-SC_00083**	**Operating Supplies**
Cost Center:	**#20514 - Summer Camp Tuition**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 - General Fund**	
From:	**001-5190-20501-530430-SC_00046**	**Utilities**
Cost Center:	**#20501 - Facilities Maintenance**	
Amount:	**$90,000.00**	
To:	**001-5860-69000-510220-SC_00020**	**Health and Life Insurance**
Cost Center:	**#69000 - Transfer Tax Collector-001**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 - General Fund**	
From:	**001-5190-20501-530430-SC_00046**	**Utilities**
Cost Center:	**#20501 - Facilities Maintenance**	
Amount:	**$110,000.00**	
To:	**001-5130-06500-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#06500 - Personnel**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 - General Fund**	
From:	**001-5190-20501-530430-SC_00046**	**Utilities**
Cost Center:	**#20501 - Facilities Maintenance**	
Amount:	**$5,000.00**	
To:	**001-5120-05000-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#05000 - County Administrator**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 - General Fund**	
From:	**001-5190-20501-530430-SC_00046**	**Utilities**
Cost Center:	**#20501 -Facilities Maintenance**	
Amount:	**$5,000.00**	
To:	**001-5110-05010-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#05010- Office of Legislative Affairs**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 - General Fund**	
From:	**001-5190-20501-530430-SC_00046**	**Utilities**
Cost Center:	**#20501 - Facilities Maintenance**	
Amount:	**$2,000.00**	
To:	**001-5130-05011-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#05011 - Office of Strategic Planning**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 -General Fund**	
From:	**001-5190-20501-530430-SC_00046**	**Utilities**
Cost Center:	**#20501 - Facilities Maintenance**	
Amount:	**$1,500.00**	
To:	**001-5190-20000-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#20000 - Public Works Management**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 -General Fund**	
From:	**001-5190-20501-530430-SC_00046**	**Utilities**
Cost Center:	**#20501 - Facilities Maintenance**	
Amount:	**$160,000.00**	
To:	**001-5640-61501-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#61501 - Welfare Administration**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#158 - Miscellaneous Special Revenue Fund**	
From:	**158-5130-85547-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85547 - Reserves 158**	
Amount:	**$14,743.90**	
To:	**158-5190-04586-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#04586 - Ordinance 016-2004 Teen Court**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#158 - Miscellaneous Special Revenue Fund**	
From:	**158-5130-85547-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85547 - Reserves 158**	
Amount:	**$60,000.00**	
To:	**158-5190-68627-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#68627 - Ordinance 016-2004 Teen Court**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2024 as, hereinafter set forth to and from the following accounts:

Fund:	**#158 - Miscellaneous Special Revenue Fund**	
From:	**158-5130-85547-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**#85547 - Reserves 158**	
Amount:	**$60,000.00**	
To:	**158-5190-04586-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#04586 - Ordinance 016-2004 Teen Court**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#001 - General Fund**
Cost Center:	**#06502 - Employee Interchange Agreement**
Function:	**5100 - General Government**
Activity:	**5190 - Other General Government**
Offcl/Division:	**1011 - Employee Services**
Department:	**Employee Services**

Revenue:								
001	**-**	**06502**	**-**	**369000**	**-**	**RC_00329**	**- Misc. Other Reimbursement**	**$57,817.69**
Total Revenue:								**$57,817.69**
Appropriations:								
001	**-**	**06502**	**-**	**510000**	**-**	**SC_00016**	**- Regular Salaries**	**$38,153.85**
001	**-**	**06502**	**-**	**510210**	**-**	**SC_00019**	**- Payroll Taxes**	**$2,918.77**
001	**-**	**06502**	**-**	**510210**	**-**	**SC_00020**	**- Health Insurance**	**$2,296.33**
001	**-**	**06502**	**-**	**510220**	**-**	**SC_00023**	**- Retirement Contributions**	**$4,391.51**
001	**-**	**06502**	**-**	**510220**	**-**	**SC_00026**	**- Workers Compensation**	**$57.23**
001	**-**	**06502**	**-**	**530400**	**-**	**SC_00400**	**- Travel and Per Diem**	**$10,000.00**
Total Appropriations:								**$57,817.69**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**101 – Fine & Forfeiture**	
From:	**101-5290-04538-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**04538 – Tax Increment Payment 101**	
Amount:	**$101,364.10**	
To:	**101-5210-68629-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**68629 – Sheriff Law Enforcement**	
From:	**101-5290-04590-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**04590 – Juvenile Detention Cost Center**	
Amount:	**$163,111.63**	
To:	**101-5210-68629-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**68629 – Sheriff Law Enforcement**	
From:	**101-5290-11001-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**11001 – Medical Air Transport**	
Amount:	**$3,820.77**	
To:	**101-5210-68629-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**68629 – Sheriff Law Enforcement**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**101 – Fine & Forfeiture**	
From:	**101-5290-11001-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**11001 – Medical Air Transport**	
Amount:	**$103,872.65**	
To:	**101-5210-68630-30310-SC_00036**	**Other Contractual Services**
Cost Center:	**68630 – Sheriff Corrections**	
From:	**101-5290-20505-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**20505 – Correction Facilities**	
Amount:	**$174,800.46**	
To:	**101-5210-68630-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**68630 – Sheriff Corrections**	
From:	**101-5290- 68616-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**68616 – Bond Refund**	
Amount:	**$25,000.00**	
To:	**101-5210-68630-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**68630 – Sheriff Corrections**	
From:	**101-5290- 68631-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**68631 – Sheriff Court Security**	
Amount:	**$6,585.89**	
To:	**101-5210-68630-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**68630 – Sheriff Corrections**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**101 – Fine & Forfeiture**	
From:	**101-5290-68631-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**68631 – Sheriff Court Security**	
Amount:	**$1,203.25**	
To:	**101-5290-68634-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**68634 – Interagency Communication**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**101 – Fine & Forfeiture**	
From:	**101-5290- 68631-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**68631 – Sheriff Court Security**	
Amount:	**$19,170.86**	
To:	**101-5210-81008-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**81008 – Sheriff Extradition**	
From:	**101-5290-68700-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**68700 – Law Enforcement Assistance Administration**	
Amount:	**$75,000.00**	
To:	**101-5210-81008-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**81008 – Sheriff Extradition**	
From:	**101-5290- 85503-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**85503 – Reserves 101**	
Amount:	**$132,103.64**	
To:	**101-5210-81008-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**81008 – Sheriff Extradition**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**101 – Fine & Forfeiture**	
From:	**101-5290-85503-590990-SC_00125**	**Reserve for Contingencies**
Cost Center:	**85503– Reserves 101**	
Amount:	**$49,395.36**	
To:	**101-5290-86518-581000-ST_00004**	**F_101 to F_125**
Cost Center:	**86518– Budgeted Transfers 101**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2023, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2023 as, hereinafter set forth to and from the following accounts:

Fund:	**#180 - Building Fund**	
From:	**180-5240-52502-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#52502 - Building Department**	
Amount:	**$1,000.00**	
To:	**180-5140-67506-510000-SC_00016**	**Regular Salaries & Wages**
Cost Center:	**#67506 - Building Legal**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

OMB Schedule Item Number 71

Resolution No. _____ - 2023

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2024, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2024, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Government Grants Fund**	**CSFA:**	**77-007**
Cost Center:	**#62656 - MC Artificial Reef Construction 2023-24**	**FWC Contract:**	**23132**
Function:	**#5300 - Physical Environment**	**Period:**	**Execution - 12/31/28**
Activity:	**#5370 - Conservation Resource Mgmt**		
Offcl/Division:	**#1015 - Growth Management**		

Revenue:	
125 - 62656 - 334300 - RC_00056 - State Grants Physical Environ	**$10,000,000.00**
Total Revenue:	**$10,000,000.00**
Appropriations:	
125 - 62656 - 530310 - SC_00036 - Other Contractual Services	**$10,000,000.00**
Total Appropriations:	**$10,000,000.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 8th day of November, AD 2023.

Mayor	_____	_____
Mayor *Pro Tem*	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____
Commissioner	_____	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Schedule of Resolutions for the November 8th, 2023 Meeting of the Monroe County Board of County Commissioners

ITEM	DESCRIPTION OF RESOLUTION	ITEM BACKGROUND	PREVIOUS BOCC ACTION	AMOUNT
1	Approval of a resolution concerning the transfer of funds for Fund 158 fm 85547 to 68627 Ordinance 016-2004 Teen Court	Transfer Budget	None	$ 26,195.16
2	Approval of a resolution concerning the transfer of funds for Fund 158 fm 85547 to 68640 Opioid Settlement	Transfer Budget	None	$ 78,101.08
3	Approval of a resolution concerning the transfer of funds for Fund 125 frm 06063 to 06067 ARPA Facilities Maintenance	Transfer Budget	None	$ 124,255.77
4	Approval of a resolution concerning the transfer of funds for Fund 304 fm 85532 to 27011 Bimini Drive Bridge Replacement	Transfer Budget	None	$ 400,000.00
5	Approval of a resolution concerning the transfer of funds for Fund 001 fm 61503 to 61526 Social Services Operating	Transfer Budget	None	$ 14,832.00
6	Approval of a resolution concerning the transfer of funds for Fund 001 fm 61502 to 61526 Social Services Operating	Transfer Budget	None	$ 60,510.00
7	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 13505 REP FPL FY22-FY24	Increase Budget	Approved Grant Agreement	$ 176,171.00
8	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 62654 Derelict Vessel Removal FY24 (2)	Setup Budget	Approved Grant Agreement	$ 405,043.00
9	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 62655 Marine Protection Mooring Field Project	Setup Budget	Approved Grant Agreement	$ 1,610,000.00
10	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 22592 Crane Blvd Shared Use Path LAP	Setup Budget	Approved Grant Agreement	$ 489,621.00
11	Approval of a resolution concerning the rollover of unanticipated funds for Fund 403 635250 Monroe County Emergency Operations & Public Safety	Rollover Budget	Approved Grant Agreement	$ 7,537,377.60
12	Approval of a resolution concerning the receipt of unanticipated funds for Fund 304 to Various Cost Centers	Increase Budget	None	$ 645,292.00
13	Approval of a resolution concerning the transfer of Various Funds for Budgeted Transfer to Fund 304	Transfer Budget	None	$ 60,906.00
14	Approval of a resolution concerning the rollover of unanticipated funds for Fund 125 22583 SCOP Card Sound Road Mill and Resurface	Rollover Budget	Approved Grant Agreement	$ 577,452.66
15	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 6156023 Older Americans Act III-B	Increase Budget	Approved Grant Agreement	$ 10,782.56
16	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 6156423 Older Americans Act III-E	Increase Budget	Approved Grant Agreement	$ 7,777.78
17	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 0459116 Hurricane Ian PYMT #1	Increase Budget	Approved Grant Agreement	$ 7,586.25
18	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 0459116 Hurricane Ian PYMT #2	Increase Budget	Approved Grant Agreement	$ 8,662.50
19	Approval of a resolution concerning the receipt of unanticipated funds for Fund 414 40000 Solid Waste Operations Irma Pymt #125	Increase Budget	Approved Grant Agreement	$ 18,691.20
20	Approval of a resolution concerning the receipt of unanticipated funds for Fund 414 40003 Hurricane Irma-Solid Waste Irma Pymt #125	Increase Budget	Approved Grant Agreement	$ 55,971.53
21	Approval of a resolution concerning the transfer of funds for Fund 304 fm 85532 to 24007 Public Defender Simonton Property	Transfer Budget	None	$ 550,306.00
22	Approval of a resolution concerning the rollover of unanticipated funds for Fund 125 06067 ARPA Facilities Maintenance	Rollover Budget	Approved Grant Agreement	$ 882,556.88
23	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 22593 Key Largo III SCOP	Setup Budget	Approved Grant Agreement	$ 2,787,598.00
24	Approval of a resolution concerning the transfer of funds for Fund 141 fm 85520 to 86511 Budgeted Transfers 141	Transfer Budget	None	$ 46,000.00
25	Approval of a resolution concerning the receipt of unanticipated funds for Fund 610 14501 Length of Service Award Program Administration	Increase Budget	None	$ 46,000.00
26	Approval of a resolution concerning the transfer of funds for Fund 104 fm 85577 to 69209 Property Appraiser-104	Transfer Budget	None	$ 2,000.00
27	Approval of a resolution concerning the transfer of funds for Fund 150 fm 10504 to 10506 911 Enhancement and Wireless Total	Transfer Budget	None	$ 40,000.00
28	Approval of a resolution concerning the transfer of funds for Fund 158 fm 85547 to 10505 Interagency Communication	Transfer Budget	None	$ 37,624.29
29	Approval of a resolution concerning the transfer of funds for Fund 148 fm 50500 to 51500 Planning Commission	Transfer Budget	None	$ 55,000.00
30	Approval of a resolution concerning the rollover of unanticipated funds for Fund 125 05030 MC Canals 25, 259, 291, 475 Rest. Projects	Rollover Budget	Approved Grant Agreement	$ 101,195.70

31	Approval of a resolution concerning the rollover of unanticipated funds for Fund 125 05034 Watershed Mgmt. Plan Update	Rollover Budget	Approved Grant Agreement	$ 497,562.50
32	Approval of a resolution concerning the rollover of unanticipated funds for Fund 125 06066 ARPA Parks and Beaches	Rollover Budget	Approved Grant Agreement	$ 1,827,986.52
33	Approval of a resolution concerning the rollover of unanticipated funds for Fund 125 06068 ARPA Corrections Facilities	Rollover Budget	Approved Grant Agreement	$ 559,390.50
34	Approval of a resolution concerning the rollover of unanticipated funds for Fund 125 06069 ARPA Fire Rescue	Rollover Budget	Approved Grant Agreement	$ 86,488.00
35	Approval of a resolution concerning the rollover of unanticipated funds for Fund 125 06070 ARPA Fleet Management	Rollover Budget	Approved Grant Agreement	$ 90,129.06
36	Approval of a resolution concerning the rollover of unanticipated funds for Fund 125 06072 ARPA Information Technology	Rollover Budget	Approved Grant Agreement	$ 60,596.15
37	Approval of a resolution concerning the rollover of unanticipated funds for Fund 125 06073 American Rescue Plan Act LATCF	Rollover Budget	Approved Grant Agreement	$ (1,526,054.10)
38	Approval of a resolution concerning the rollover of unanticipated funds for Fund 125 22578 - HMGP Wind Retrofit Phase I	Rollover Budget	Approved Grant Agreement	$ 150,070.63
39	Approval of a resolution concerning the transfer of funds for Fund 149 fm 85545 to 68608 Sheriff Unincorporated Layton	Transfer Budget	None	$ 1,000.00
40	Approval of a resolution concerning the transfer of funds for Fund 001 fm 20501 to 86500 Budgeted Transfers 001	Transfer Budget	None	$ 100,000.00
41	Approval of a resolution concerning the transfer of funds for Fund 149 fm 85545 to 68610 Sheriff-Islamorada	Transfer Budget	None	$ 7,000.00
42	Approval of a resolution concerning the transfer of funds for Fund 149 fm 85545 to 68611 Sheriff- Marathon	Transfer Budget	None	$ 1,000.00
43	Approval of a resolution concerning the transfer of funds for Fund 149 fm 85545 to 69207 Property Appraiser-149	Transfer Budget	None	$ 3,000.00
44	Approval of a resolution concerning the transfer of funds for Fund 116 fm 76065 to 76079 European Sales Agency	Transfer Budget	None	$ 10,059.40
45	Approval of a resolution concerning the rollover of unanticipated funds for Fund 406 636174 - EYW Replace Airport Beacon-Dsgn & Const	Rollover Budget	Approved Grant Agreement	$ 389,168.00
46	Approval of a resolution concerning the transfer of funds for Fund 117 fm 77003 to 77041 Payroll Items 117	Transfer Budget	None	$ 30,000.00
47	Approval of a resolution concerning the transfer of funds for Fund 121 fm 71003 to 71045 Payroll Items 121	Transfer Budget	None	$ 10,000.00
48	Approval of a resolution concerning the transfer of funds for Fund 118 fm 78003 to 78042 Payroll Items 118	Transfer Budget	None	$ 25,000.00
49	Approval of a resolution concerning the transfer of funds for Fund 001 fm 62024 to 62023 Libraries Administrative Support	Transfer Budget	None	$ 200,000.00
50	Approval of a resolution concerning the transfer of funds for Fund 001 fm 20501 to 62023 Libraries Administrative Support	Transfer Budget	None	$ 160,000.00
51	Approval of a resolution concerning the transfer of funds for Fund 001 fm 06000 to 06030 Purchasing	Transfer Budget	None	$ 100,000.00
52	Approval of a resolution concerning the transfer of funds for Fund 001 fm 06001 to 06030 Purchasing	Transfer Budget	None	$ 100,000.00
53	Approval of a resolution concerning the transfer of funds for Fund 158 fm 85547 to 20514 Summer Camp Tuition	Transfer Budget	None	$ 4,735.94
54	Approval of a resolution concerning the transfer of funds for Fund 001 fm 20501 to 69000 Transfer Tax Collector	Transfer Budget	None	$ 90,000.00
55	Approval of a resolution concerning the transfer of funds for Fund 001 fm 20501 to 06500 Personnel	Transfer Budget	None	$ 110,000.00
56	Approval of a resolution concerning the transfer of funds for Fund 001 fm 20501 to 05000 County Administrator	Transfer Budget	None	$ 5,000.00
57	Approval of a resolution concerning the transfer of funds for Fund 001 fm 20501 to 05010 Office of Legislative Affairs	Transfer Budget	None	$ 5,000.00
58	Approval of a resolution concerning the transfer of funds for Fund 001 fm 20501 to 05011 Office of Strategic Planning	Transfer Budget	None	$ 2,000.00
59	Approval of a resolution concerning the transfer of funds for Fund 001 fm 20501 to 20000 Public Works Management	Transfer Budget	None	$ 1,500.00
60	Approval of a resolution concerning the transfer of funds for Fund 001 fm 20501 to 61501 Welfare Administration	Transfer Budget	None	$ 160,000.00
61	Approval of a resolution concerning the transfer of funds for Fund 158 fm 85547 to 04586 Ordinance 016-2004 Legal Aid	Transfer Budget	None	$ 14,743.90
62	Approval of a resolution concerning the transfer of funds for Fund 158 fm 85547 to 68627 Ordinance 016-2004 Teen Court	Transfer Budget	None	$ 60,000.00

63	Approval of a resolution concerning the transfer of funds for Fund 158 fm 85547 to 04586 Ordinance 016-2004 Legal Aid	Transfer Budget	None	$ 60,000.00
64	Approval of a resolution concerning the receipt of unanticipated funds for Fund 001 06502 Employee Interchange Agreement	Increase Budget	None	$ 57,817.69
65	Approval of a resolution concerning the transfer of funds for Fund 101 fm various cost centers to 68629 Sheriff Law Enforcement	Transfer Budget	None	$ 268,296.50
66	Approval of a resolution concerning the transfer of funds for Fund 101 fm various cost centers to 68630 Sheriff Corrections	Transfer Budget	None	$ 310,259.00
67	Approval of a resolution concerning the transfer of funds for Fund 101 fm 68631 to 68634 Interagency Communication	Transfer Budget	None	$ 1,203.25
68	Approval of a resolution concerning the transfer of funds for Fund 101 fm various cost centers to 81008 Sheriff Extradition	Transfer Budget	None	$ 226,274.50
69	Approval of a resolution concerning the transfer of funds for Fund 101 fm 85503 to 86518 Budgeted Transfers 101	Transfer Budget	None	$ 49,395.36
70	Approval of a resolution concerning the transfer of funds for Fund 180 fm 52502 to 67506 Building Legal	Transfer Budget	None	$ 1,000.00
71	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 62656 MC Artificial Reef Construction 2023-24	Increase Budget	Approved Grant Agreement	$ 10,000,000.00

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F19
2023-1767

BULK ITEM: Yes

DEPARTMENT: Social Services

TIME APPROXIMATE:
N/A

STAFF CONTACT: Sheryl Graham

AGENDA ITEM WORDING: Approval of Amendment #6 to Agreement for Disposal of Remains between Dean-Lopez Funeral Home and Monroe County BOCC/Monroe County Social Services to extend the term of the agreement by two years to a contract period of 10/16/2023-10/15/2025.

ITEM BACKGROUND:
Three local funeral homes throughout Monroe County currently provide these services for the County. This is an amendment to the existing agreement between Monroe County BOCC/Monroe County Social Services and Dean-Lopez Funeral Home extending the contract period by two years. These services are budgeted for in the current Social Services budget.

PREVIOUS RELEVANT BOCC ACTION:
BOCC Approved Amendment #5 on 9/15/2021.

CONTRACT/AGREEMENT CHANGES:
Agreement Extension of 2 years

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Dean Lopez SIGNED Amendment 6.pdf
Dean Lopez Backup.pdf

FINANCIAL IMPACT:

#6th AMENDMENT TO AGREEMENT FOR DISPOSAL OF REMAINS
DEAN-LOPEZ FUNERAL HOME
MONROE COUNTY

THIS 6th AMENDMENT to Agreement for Disposal of Remains is made and entered into this 8h day of November, 2023, by and between Monroe County, a political subdivision of the State of Florida, whose address is The Historic Gato Building, 1100 Simonton Street, Suite 2-257, Key West, Florida 33040 (hereafter, "County"), and Dean-Lopez Funeral Home, a Florida business whose address is 418 Simonton Street, Key West, Florida 33040 (hereafter "Contractor").

WHEREAS, on the 17th of September 2014 the County and the Contractor entered into an Agreement for disposal of remains (hereafter "Original Agreement"); and

WHEREAS, Dean-Lopez Funeral Home is willing and able to provide for disposal of remains and perform related services; and

WHEREAS, Dean Lopez Funeral Home is now owned by Peter E. Batty; however, Robert Dean is still remaining on staff and operating in a key role as primary mortician; and

WHEREAS, the parties have found the original agreement to be mutually beneficial now therefore,

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

Section 1. Paragraph 1 of the Original Agreement is amended to read as follows:

1. TERM. The term of this Amendment is two years beginning October 16, 2023 and terminating on October 15, 2025.

Section 2. All other provisions of the September 17, 2014 Original Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEROF, County and Contractor have executed this Agreement as of the date first written above.

Attest: KEVIN MADOK, Clerk

By: _____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Date: _____

WITNESSES

_____
Signature

CONTRACTOR

By: _____
Peter E. Batty

Date: 10/24/2023

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Michelle Coldiron, District 2
Mayor Pro Tem David Rice, District 4
Craig Cates, District 1
Eddie Martinez, District 3
Holly Merrill Raschein, District 5

County Commission Meeting
September 15, 2021
Agenda Item Summary #9699

BULK ITEM: Yes

DEPARTMENT: Social Services

TIME APPROXIMATE:
N/A

STAFF CONTACT: Sheryl Graham (305) 292-4510

AGENDA ITEM WORDING: Approval of Amendment #5 to Agreement for Disposal of Remains between Dean-Lopez Funeral Home and Monroe County BOCC/Monroe County Social Services to extend the term of the agreement by two years to a contract period of 10/16/2021 through 10/15/2023.

ITEM BACKGROUND: Three local funeral homes throughout Monroe County currently provide these services for the County. This is an amendment to the existing agreement between Monroe County BOCC/Monroe County Social Services and Dean-Lopez Funeral Home extending the contract period by two years. These services are budgeted for in the current Social Services budget.

PREVIOUS RELEVANT BOCC ACTION: Amendment #4 was BOCC Approved on 9/18/2019.

CONTRACT/AGREEMENT CHANGES:
extension

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Disposal of Remains - Dean-Lopez October 2021 Amendment 5 08312021
BACKUP DLFH executed Amendment #4

FINANCIAL IMPACT:

Effective Date: 10/16/2021
Expiration Date: 10/15/2023

Total Dollar Value of Contract: $32,000.00
Total Cost to County:
Current Year Portion:
Budgeted: Yes
Source of Funds: GENERAL REVENUE
CPI:
Indirect Costs:
Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: NO **If yes, amount:**
Grant: NO
County Match:
Insurance Required: NO

Additional Details:

09/15/21 001-61502 · WELFARE SERVICES $32,000.00

REVIEWED BY:

Sheryl Graham	Completed	08/31/2021 4:08 PM
Pedro Mercado	Completed	08/31/2021 4:10 PM
Purchasing	Completed	08/31/2021 4:17 PM
Budget and Finance	Completed	08/31/2021 4:36 PM
Maria Slavik	Completed	08/31/2021 4:40 PM
Liz Yongue	Completed	08/31/2021 5:11 PM
Board of County Commissioners	Completed	09/15/2021 9:00 AM

ORIGINAL

1193

#5th AMENDMENT TO AGREEMENT FOR DISPOSAL OF REMAINS
DEAN-LOPEZ FUNERAL HOME
MONROE COUNTY

THIS 5th AMENDMENT to Agreement for Disposal of Remains is made and entered into this 15th day of September, 2021, by and between Monroe County, a political subdivision of the State of Florida, whose address is The Historic Gato Building, 1100 Simonton Street, Suite 2-257, Key West, Florida 33040 (hereafter, "County"), and Dean-Lopez Funeral Home, a Florida business whose address is 418 Simonton Street, Key West, Florida 33040 (hereafter "Contractor").

WHEREAS, on the 17th of September 2014 the County and the Contractor entered into an Agreement for disposal of remains (hereafter "Original Agreement"); and

WHEREAS, Dean-Lopez Funeral Home is willing and able to provide for disposal of remains and perform related services; and

WHEREAS, the parties have found the original agreement to be mutually beneficial now therefore,

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

Section 1. Paragraph 1 of the Original Agreement is amended to read as follows:

1. TERM. The term of this Amendment is two years beginning October 16, 2021 and terminating on October 15, 2023.

Section 2. All other provisions of the September 17, 2014 Original Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEROF, County and Contractor have executed this Agreement as of the date first written above.

Attest: KEVIN MADOK, Clerk

By: _____
Deputy Clerk

Date: September 15, 2021

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Date: September 15, 2021

FILED FOR RECORD
2021 NOV -4 PM 4:37
CLERK CIR. CT.
MONROE COUNTY, FL

WITNESSES

_____
Signature

_____
Signature

CONTRACTOR

By: _____
Robert Dean

Title: President

Date: Oct 4, 2021

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 9/30/21

Kevin Madok, CPA

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

DATE: November 4, 2021

TO: Sheryl Graham, Director
Social Services

ATTN: Lourdes Francis

FROM: Pamela G. Hancock, D.C.

SUBJECT: September 15th BOCC Meeting

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

C25 5th Amendment to Agreement for Disposal of Remains between Dean-Lopez Funeral Home and Monroe County, to extend the term of the agreement by two years, to a contract period of October 16, 2021, through October 15, 2023.

C28 6th Amendment to Agreement for Disposal of Remains between Florida Keys Funeral Services LLC. d/b/a Key West Mortuary and Monroe County, to extend the term of the agreement by two years, to a contract period of October 16, 2021, through October 15, 2023.

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

cc: County Attorney
Finance
File

F20

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F20
2023-1769

BULK ITEM: Yes

DEPARTMENT: Social Services

TIME APPROXIMATE:
N/A

STAFF CONTACT: Sheryl Graham

AGENDA ITEM WORDING: Approval of Amendment #6 to Agreement for Disposal of Remains between Allen Funeral Directors, LLC., d/b/a Allen-Beyer Funeral Home and Monroe County BOCC/Monroe County Social Services to extend the term of the agreement by one year to a contract period of 10/16/2023-10/15/2024.

ITEM BACKGROUND:
Three local funeral homes throughout Monroe County currently provide these services for the County. This is an amendment to the existing agreement between Monroe County BOCC/Monroe County Social Services and Allen Funeral Directors, LLC., d/b/a Allen-Beyer Funeral Home extending the contract period by one year. These services are budgeted for in the current Social Services budget.

PREVIOUS RELEVANT BOCC ACTION:
BOCC approved Amendment #5 on 9/15/2021.

CONTRACT/AGREEMENT CHANGES:
Agreement Extension of 1 year

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

BACKUP Allen Funeral executed.pdf
Disposal of Remains Allen Beyer Amendment 6 FINAL 10 01 2023.pdf

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FINANCIAL IMPACT:

Kevin Madok, CPA

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

DATE: October 1, 2021

TO: Sheryl Graham, Director
Social Services

ATTN: Lourdes Francis

FROM: Pamela G. Hancock, D.C.

SUBJECT: September 15th BOCC Meeting

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

C26 5th Amendment to Agreement for Disposal of Remains between Allen Funeral Directors, LLC., d/b/a Allen-Beyer Funeral Home and Monroe County, to extend the term of the agreement by two years, to a contract period of October 16, 2021, through October 15, 2023.

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

cc: County Attorney
Finance
File

KEY WEST
500 Whitehead Street
Key West, Florida 33040
305-294-4641

MARATHON
3117 Overseas Highway
Marathon, Florida 33050
305-289-6027

PLANTATION KEY
88820 Overseas Highway
Plantation Key, Florida 33070
305-852-7145

PK/ROTH BUILDING
50 High Point Road
Plantation Key, Florid- 33070
305-852-7145

#5th AMENDMENT TO AGREEMENT FOR DISPOSAL OF REMAINS
ALLEN FUNERAL DIRECTORS, LLC., d/b/a ALLEN-BEYER FUNERAL HOME
MONROE COUNTY

THIS 5th AMENDMENT to Agreement for Disposal of Remains is made and entered into this 15th day of September, 2021, by and between Monroe County, a political subdivision of the State of Florida, whose address is The Historic Gato Building, 1100 Simonton Street, Suite 2-257, Key West, Florida 33040 (hereafter, "County"), and Allen Funeral Directors, LLC., d/b/a Allen-Beyer Funeral Home, a Florida business whose address is Post Office Box 373000, Key Largo, Florida 33037 (hereafter "Contractor").

WHEREAS, on the 17th of September 2014 the County and the Contractor entered into an Agreement for disposal of remains (hereafter "Original Agreement"); and

WHEREAS, Allen-Beyer Funeral Home is willing and able to provide for disposal of remains and perform related services; and

WHEREAS, the parties have found the original agreement to be mutually beneficial now therefore,

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

Section 1. Paragraph 1 of the Original Agreement is amended to read as follows:

1. TERM. The term of this Amendment is two years beginning October 16, 2021 and terminating on October 15, 2023.

Section 2. All other provisions of the September 17, 2014 Original Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEROF, County and Contractor have executed this Agreement as of the date first written above.

Attest: KEVIN MADOK, Clerk

By: _____
As Deputy Clerk

Date: September 15, 2021

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Date: September 15, 2021

FILED FOR RECORD
2021 OCT -1 PM 12:03
CLERK CIR. CT.
MONROE COUNTY, FL

WITNESSES

_____
Signature

_____
Signature

CONTRACTOR

By: _____
Anthony Allen

Title: OWNER

Date: 09/01/2021

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 9/1/21

#6th AMENDMENT TO AGREEMENT FOR DISPOSAL OF REMAINS
ALLEN FUNERAL DIRECTORS, LLC., d/b/a ALLEN-BEYER FUNERAL HOME
MONROE COUNTY

THIS 6th AMENDMENT to Agreement for Disposal of Remains is made and entered into this 8th day of November, 2023, by and between Monroe County, a political subdivision of the State of Florida, whose address is The Historic Gato Building, 1100 Simonton Street, Suite 2-257, Key West, Florida 33040 (hereafter, "County"), and Allen Funeral Directors, LLC., d/b/a Allen-Beyer Funeral Home, a Florida business whose address is Post Office Box 373000, Key Largo, Florida 33037 (hereafter "Contractor").

WHEREAS, on the 17th of September 2014 the County and the Contractor entered into an Agreement for disposal of remains (hereafter "Original Agreement"); and

WHEREAS, Allen-Beyer Funeral Home is willing and able to provide for disposal of remains and perform related services; and

WHEREAS, the parties have found the original agreement to be mutually beneficial now therefore,

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

Section 1. Paragraph 1 of the Original Agreement is amended to read as follows:

1. TERM. The term of this Amendment is one year beginning October 16, 2023, and terminating on October 15, 2024.

Section 2. All other provisions of the September 17, 2014 Original Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEROF, County and Contractor have executed this Agreement as of the date first written above.

Attest: KEVIN MADOK, Clerk

By: _____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Date: _____

WITNESSES

_____
Signature

_____
Signature

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney

CONTRACTOR

By: _____
Anthony Allen

Title: OWNER

Date: _____

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: F21
2023-1766

BULK ITEM: Yes

DEPARTMENT: Social Services

TIME APPROXIMATE:
N/A

STAFF CONTACT: Sheryl Graham

AGENDA ITEM WORDING: Approval of Amendment #7 to Agreement for Disposal of Remains between Florida Keys Funeral Services, LLC., d/b/a Key West Mortuary and Monroe County BOCC /Monroe County Social Services to extend the term of the agreement by two years to a contract period of 10/16/2023 - 10/15/2025.

ITEM BACKGROUND:
Three local funeral homes throughout Monroe County currently provide these services for the County. This is an amendment to the existing agreement between Monroe County BOCC/Monroe County Social Services and Florida Keys Funeral Services, LLC., d/b/a Key West Mortuary extending the contract period by two years. These services are budgeted for in the current Social Services budget.

PREVIOUS RELEVANT BOCC ACTION:
BOCC approved Amendment #6 on 9/15/2021.

CONTRACT/AGREEMENT CHANGES:
Extension of 2 years

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

KW Mortuary Backup.pdf
Disposal of Remains Key West Mortuary.pdf

FINANCIAL IMPACT:

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Michelle Coldiron, District 2
Mayor Pro Tem David Rice, District 4
Craig Cates, District 1
Eddie Martinez, District 3
Holly Merrill Raschein, District 5

County Commission Meeting
September 15, 2021
Agenda Item Summary #9700

BULK ITEM: Yes

DEPARTMENT: Social Services

TIME APPROXIMATE:
N/A

STAFF CONTACT: Sheryl Graham (305) 292-4510

AGENDA ITEM WORDING: Approval of Amendment #6 to Agreement for Disposal of Remains between Florida Keys Funeral Services, LLC., d/b/a Key West Mortuary and Monroe County BOCC/Monroe County Social Services to extend the term of the agreement by two years to a contract period of 10/16/2021 through 10/15/2023.

ITEM BACKGROUND: Three local funeral homes throughout Monroe County currently provide these services for the County. This is an amendment to the existing agreement between Monroe County BOCC/Monroe County Social Services and Florida Keys Funeral Services, LLC., d/b/a Key West Mortuary extending the contract period by two years. These services are budgeted for in the current Social Services budget.

PREVIOUS RELEVANT BOCC ACTION: Amendment #5 was BOCC approved on 1/7/2020 and Amendment #4 was approved on 9/18/2019.

CONTRACT/AGREEMENT CHANGES:
extension

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Disposal of Remains - Castillo October 2021 Amendment 6 08312021
BACKUP KWM executed Amendment #4
BACKUP KWM executed Amendment #5

FINANCIAL IMPACT:

Effective Date: 10/16/2021
Expiration Date: 10/15/2023

Total Dollar Value of Contract: $32,000.00
Total Cost to County:
Current Year Portion:
Budgeted: YES
Source of Funds: GENERAL REVENUE
CPI:
Indirect Costs:
Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: NO If yes, amount:
Grant: NO
County Match: NO
Insurance Required: NO

Additional Details:

09/15/21 001-61502 · WELFARE SERVICES $32,000.00

REVIEWED BY:

Sheryl Graham	Completed	08/31/2021 4:18 PM
Pedro Mercado	Completed	09/01/2021 10:48 AM
Purchasing	Completed	09/01/2021 11:02 AM
Budget and Finance	Completed	09/01/2021 3:04 PM
Maria Slavik	Completed	09/01/2021 3:10 PM
Liz Yongue	Completed	09/01/2021 3:36 PM
Board of County Commissioners	Completed	09/15/2021 9:00 AM

ORIGINAL

1202

#6th AMENDMENT TO AGREEMENT FOR DISPOSAL OF REMAINS
FLORIDA KEYS FUNERAL SERVICES, LLC., KEY WEST MORTUARY
MONROE COUNTY

THIS 6th AMENDMENT to Agreement for Disposal of Remains is made and entered into this 15th day of September, 2021, by and between Monroe County, a political subdivision of the State of Florida, whose address is The Historic Gato Building, 1100 Simonton Street, Suite 2-257, Key West, Florida 33040 (hereafter, "County"), and Florida Keys Funeral Services, LLC., d/b/a Key West Mortuary, a Florida business whose address is 328 Truman Avenue, Key West, Florida 33040 (hereafter "Contractor").

WHEREAS, on the 17th of September 2014 the County and the Contractor entered into an Agreement for disposal of remains (hereafter "Original Agreement"); and

WHEREAS, Florida Keys Funeral Services, LLC., d/b/a Key West Mortuary is willing and able to provide for disposal of remains and perform related services; and

WHEREAS, the parties have found the original agreement to be mutually beneficial now therefore,

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

Section 1. Paragraph 1 of the Original Agreement is amended to read as follows:

1. TERM. The term of this Amendment is two years beginning October 16, 2021 and terminating on October 15, 2023.

Section 2. All other provisions of the September 17, 2014 Original Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEROF, County and Contractor have executed this Agreement as of the date first written above.

Attest: KEVIN MADOK, Clerk

By: _____
Deputy Clerk

Date: September 15, 2021

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Date: September 15, 2021

CLERK CIR.CT.
MONROE COUNTY, FL
2021 NOV -4 PM 4:37
FILED FOR RECORD

WITNESSES

_____
Signature

_____
Signature

CONTRACTOR

By: _____ Date: _____
Robert Dean, President

By: _____ Date: Oct 4, 2021
Aaron Castillo, Manager

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
_____
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 9/30/21

Kevin Madok, CPA

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

DATE: November 4, 2021

TO: Sheryl Graham, Director
Social Services

ATTN: Lourdes Francis

FROM: Pamela G. Hancock, D.C.

SUBJECT: September 15th BOCC Meeting

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

C25 5th Amendment to Agreement for Disposal of Remains between Dean-Lopez Funeral Home and Monroe County, to extend the term of the agreement by two years, to a contract period of October 16, 2021, through October 15, 2023.

C28 6th Amendment to Agreement for Disposal of Remains between Florida Keys Funeral Services LLC. d/b/a Key West Mortuary and Monroe County, to extend the term of the agreement by two years, to a contract period of October 16, 2021, through October 15, 2023.

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

cc: County Attorney
Finance
File

#7th AMENDMENT TO AGREEMENT FOR DISPOSAL OF REMAINS
FLORIDA KEYS FUNERAL SERVICES, LLC., KEY WEST MORTUARY
MONROE COUNTY

THIS 7th AMENDMENT to Agreement for Disposal of Remains is made and entered into this 8th day of November, 2023, by and between Monroe County, a political subdivision of the State of Florida, whose address is The Historic Gato Building, 1100 Simonton Street, Suite 2-257, Key West, Florida 33040 (hereafter, "County"), and Florida Keys Funeral Services, LLC., d/b/a Key West Mortuary, a Florida business whose address is 328 Truman Avenue, Key West, Florida 33040 (hereafter "Contractor").

WHEREAS, on the 17th of September 2014 the County and the Contractor entered into an Agreement for disposal of remains (hereafter "Original Agreement"); and

WHEREAS, Florida Keys Funeral Services, LLC., d/b/a Key West Mortuary is willing and able to provide for disposal of remains and perform related services; and

WHEREAS, Florida Keys Funeral Services, LLC., d/b/a Key West Mortuary is now owned by Peter E. Batty; however, Aaron Castillo is still remaining on staff and operating in a key role as primary mortician; and

WHEREAS, the parties have found the original agreement to be mutually beneficial now therefore,

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

Section 1. Paragraph 1 of the Original Agreement is amended to read as follows:

1. TERM. The term of this Amendment is two years beginning October 16, 2023, and terminating on October 15, 2025.

Section 2. All other provisions of the September 17, 2014 Original Agreement not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEROF, County and Contractor have executed this Agreement as of the date first written above.

Attest: KEVIN MADOK, Clerk

By: _____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Date: _____

WITNESSES

_____
Signature

CONTRACTOR

By: _____ Date: 10.24.23
Peter E. Batty

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: G1
2023-1715

BULK ITEM: Yes **DEPARTMENT:** Tourist Development Council

TIME APPROXIMATE: **STAFF CONTACT:** Ammie Machan 305-296-1552

AGENDA ITEM WORDING: Approval of an Agreement with Friends of the Pool, Inc for Swim for Alligator Lighthouse (Turnkey Event) in an amount not to exceed $40,000.

ITEM BACKGROUND:
Approval of attached Agreement is requested; this Agreement was inadvertently deleted on the original summary sheet provided to the BOCC for approval of TDC
DAC IV FY 2023 Event Funding.

TDC approved same at their meeting of September 20, 2022

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Swim for Alligator Lighthouse Agreement and Insurance Check List.pdf

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FINANCIAL IMPACT:
120-70030-SC_00036
Insurance Check List Attached

Turnkey Event Agreement

THIS Agreement is made and entered into by and between Monroe County, Florida, a political subdivision of the State of Florida (County), and **Friends of the Pool, Inc.** (Event Contractor) on this ____ day of _____, 2023.

WHEREAS, The District Advisory Committee (DAC) has recommended to the Monroe County Tourist Development Council (TDC), which has endorsed the recommendation, that certain monies be allocated for promotion of an event, which has as one of its main purposes the attraction of tourists, by Event Contractors; and

WHEREAS, the DAC recommends allocation of funds for the Swim for Alligator Lighthouse on September 2023.

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

1. Payment: A Turnkey event shall be considered an all-inclusive event where the Event Contractor has financial responsibility for every facet of the production, promotion and management of the event. Payment under a contract for a Turnkey event will be made only after completion of the event and proof that the scope of services as described below in paragraph 2 has been completed. If a Turnkey event is delayed or canceled for any reason, **no payment shall be forthcoming**, even if the Event Contractor has out-of-pocket expenses leading up to the actual event. The Tourist Development Council (TDC), therefore, strongly recommends that the Event Contractor purchase insurance that covers the cancellation or delay of an event due to "force majeure" or unforeseen circumstances (see paragraph 9).

The County agrees to pay $**40,00** (Forty Thousand Dollars – TDC District IV Funding Allocation) for: **Swim for Alligator Lighthouse on September 2023,** from tourist development tax funds upon receipt of documentation from Event Contractor, on or before the expiration date of agreement in paragraph 3, that they have met its obligations under this agreement. Said documentation shall also include samples of the Event Contractor's marketing program as outlined in their application. Documentation submitted by Event Contractor will be reviewed and verified by the Tourist Development Council (TDC) Administrative Office, at which time, County shall pay the sum noted above.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the County.

2. Scope of Services: The Event Contractor agrees to provide the County with an event as specified in the Scope of Services below (Event):

a) A four (4) day event to include meet and greet; safety meeting; swim with a Celebrity; open water race to Alligator Reef Light House; Awards banquet; and breakfast event

3. Expiration of Agreement: This agreement expires on **November 29, 2023** unless the date of the event is amended upon approval of the Advisory Committee and TDC Director and the County shall not be obligated to pay for any services provided by Event Contractor under this agreement if documentation as noted above is not received by the TDC administrative on or before this reimbursement deadline date.

4. Modification: The event name, time & date of the event and Schedule of Activities may be amended upon written approval of the Advisory Committee and TDC Director. Any changes to said contract other than stated above require approval by the Advisory Committee, TDC and the County.

5. Non Occurrence of Event: The Event Contractor shall give written notice to the TDC if it is found necessary to cancel an event. The notice shall contain the reason for the cancellation.

6. Indemnification and Hold Harmless: The Event Contractor covenants and agrees to indemnify and hold harmless and defend Monroe County, its officers, employees and agents including the TDC and Visit Florida Keys from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by Monroe County) and any other losses, damages and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided by Event Contractor, or other activities and funding associated with this agreement, except those losses or damages caused by the negligent or wrongful act or omission of County or its agents.

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

8. Claims and Venue: Event Contractor agrees to notify County immediately of any claims, suits or action made against the Event Contractor that is related to the activity under this agreement, and will cooperate with County in the investigation arising as a result of any action, suit or claim related to this agreement. Any legal proceedings arising out of this agreement shall be in accordance with the laws of the State of Florida in the 16th Judicial Circuit for Monroe County; venue shall be in Monroe County, Florida.

9. Insurance Requirements: Event Contractor as a pre-requisite of the Special Event governed by this agreement shall obtain, at its own expense, insurance as specified in this section. If a Turnkey event is delayed or canceled for any reason, **no payment shall be forthcoming**, even if the Event Contractor has out-of-pocket expenses leading up to the actual event. The TDC, therefore, strongly recommends that the Event Contractor purchase insurance that covers the cancellation or delay of an event due to “force majeure” or unforeseen circumstances.

Event Contractor shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Event Contractor must have their insurance agency email the certificates of insurance directly to Brian Bradley in the Monroe County Risk Management Department. Bradley-Brian@MonroeCounty-FL.Gov – **The email must state that this is a certificate for a TDC event (state name of event as written within your contract) and should be forwarded to Ammie Machan at the TDC administrative office**. **Your certificate must state that the Monroe County Board of County Commissioners is a "Certificate Holder" and that Monroe County, its employees and officials will be included as "additional insured". If you or your insurance agency needs to speak with Brian Bradley regarding the insurance requirements, she can be contacted by telephone at (305) 292-3470, or by email at the address stated above.**

It is the Event Contractor's responsibility to confirm that the insurance has been received and approved. You can do this by contacting Ammie Machan at Ammie@fla-keys.com or by calling (305) 296-1552.

Event Contractor will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Event Contractor shall maintain the required insurance throughout the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of the Event until the required insurance has been reinstated or replaced. Event Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

* Original certificate of Insurance
  or
* Certified copy of the actual insurance policy

A certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the County prior to the Event.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Event Contractor's insurance shall not be construed as relieving Event Contractor from any liability or obligation assumed under this contract or imposed by law.

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

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

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

The minimum limits acceptable shall be:

* $1,000,000.00 Combined Single Limit (CSL)

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

* $ 500,000.00 per Person
* $1,000,000.00 per Occurrence
* $ 100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County. Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

A Workers' Compensation insurance is required by Florida Statutes.

10. Permits: The Event Contractor will secure all required permits, licenses and shall pay all appropriate business taxes.

11. Laws and Regulations: Any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

12. Taxes: The County and TDC are exempt from Federal Excise and State of Florida Sales Tax, but this in no way exempts the Event Contractor from applicable Federal and State taxes.

13. Finance Charges: The County and TDC will not reimburse, pay or be responsible for any finance charges.

14. Relation of County/TDC: It is the intent of the parties hereto that the Event Contractor shall be legally considered as an independent contractor and that neither it nor its

employees shall, under any circumstances, be considered servants or agents of the County and TDC, and the County and TDC shall at no time be legally responsible for any negligence on the part of said Event Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

15. Disclosure: The Event Contractor shall be required to list any or all potential conflicts of interest, as defined by Florida Statutes Chapter 112 and Monroe County Code. The Event Contractor shall disclose to the County and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the County and TDC.

16. Assignment: The Event Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior consent of the TDC and County.

17. Compliance with Laws - Nondiscrimination: Event Coordinator and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Event Coordinator and COUNTY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s.3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code, Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties hereto, or the subject matter of, this Agreement.

18. Security Protection: The Event Contractor agrees to provide adequate security for the event.

19. Ethics Clause: The Event Contractor warrants that it has not employed, retained or otherwise had act on its behalf, any former County office or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion, terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former or present County officer or employee. The Event Contractors warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Event Contractor agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

20. Media Rights: The TDC shall have the right under this agreement to broadcast or rebroadcast, for any purpose whatsoever, radio, television, sound, video or film production, and still photographs, paid by the TDC and County, and produced by the TDC agencies of record.

21. **Logo**: Marketing promotions that display our logo must use the "The Florida Keys - Islamorada" logo/trademark **(as per attached logo sample – Exhibit A).** Electronic format (eps or jpg file) of the appropriate logo may be obtained by contacting Ashley Miller or John Underwood with Tinsley Advertising at 305-856-6060.

22. Severability: If any provision of this agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby; and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Authority: Each of the signatories for the Event Contractor below certifies and warrants that: a) the Event Contractor's name in the agreement is the full name of the person/entity or corporation as designated in its corporate charter, and b) they are empowered to act and execute the agreement for the Event Contractor and c) this agreement has been approved by the Event Contractor's governing board, as applicable to corporations.

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

25. Governing Law/Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the agreement, the County and Event Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This agreement shall not be subject to arbitration.

26. Accounting and Records: Event Contractor shall maintain records pursuant to generally accepted accounting principles for four (4) years after the event and shall permit County and its agents and employees access to said records at reasonable times.

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

For Event Contractor: Rob Dixon
Friends of the Pool, Inc.
217 Matecumbe Ave.
Islamorada, FL 33036

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

And

Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

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

29. Breach and Penalties: The parties agree to full performance of the covenants contained in this agreement, and the County reserves the right at its discretion, provided such breach is material, to terminate this agreement for any misfeasance, malfeasance or nonperformance of the agreement terms or negligent performance of the agreement terms by the Event Contractor.

30. Termination of Agreement: This agreement shall terminate on **November 29, 2023**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the

continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by the TDC administrative office providing written notice of termination delivered in person or by mail to Event Contractor. The Grantor may terminate this agreement without cause upon giving written notice of termination to Event Contractor. The Grantor shall not be obligated to pay for any services or goods provided by Event Contractor after Event Contractor has received written notice of termination.

County may terminate this agreement without cause by providing written notice via the TDC administrative office to Event Contractor, through its officer, agent or representative, no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Contractor, through its officer, agent or representative, written notice at least seven (7) days prior to the effective date of the termination. Notice is deemed received by Event Contractor when hand delivered, delivered by national courier with proof of delivery, or by U.S. mail upon verified receipt or upon the date of refusal or non-acceptance of delivery.

31. Miscellaneous: As used herein, the terms “contract” and “agreement” shall be read interchangeably.

32. Entire Agreement: The parties agree that the agreement above constitutes the entire agreement between the County and Event Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

_____
As Deputy Clerk

Board of County Commissioners
of Monroe County

_____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 10/18/23

Friends of the Pool, Inc.

By _____
President

Mike Walsh
Print Name

Date: 10/12/23

AND TWO WITNESSES

(1) Shana Walsh

Print Name: Shana Walsh

Date: 10/12/23

(2) Jaclyn Boffice

Print Name: Jaclyn Boffice

Date: 10/12/23

Event Name: Swim for Alligator Lighthouse
Turnkey Funding: FY 2023
ID #: 2904

EXHIBIT A

Color ads four (4) color processing printing
Black & white ads shall include the appropriate generic or district logo in high resolution
TV: logo must appear at the conclusion of commercial

Radio Advertising: No logo is required. All radio announcements must say "Brought to you by the Monroe County Tourist Development Council."

Marketing promotions that display our logo must use the "The Florida Keys - Islamorada" logo/trademark**.** Electronic format (eps or jpg file) of the appropriate logo may be obtained by contacting Danielle Salman or John Underwood with Tinsley Advertising at 305-856-6060.

The Florida Keys
Islamorada

Event Name: Swim for Alligator Lighthouse
Turnkey Funding: FY 2023
ID #: 2904

INSURANCE CHECK LIST
(ONLY APPLICABLE FOR EVENTS APPLYING FOR TURNKEY FUNDING)

INSURANCE CHECKLIST FOR VENDORS SUBMITTING PROPOSALS OR BIDS FOR WORK

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

WORKERS' COMPENSATION
AND
EMPLOYERS' LIABILITY

	X	Workers' Compensation	Statutory Limits
WC1	____	Employers Liability	Bodily Injury by Accident/Bodily Injury by Disease, Policy Limits/Bodily Injury by Disease each employee $100,000/$500,000/$100,000
WC2	____	Employers Liability	$500,000/$500,000/$500,000
WC3	____	Employers Liability	$1,000,000/$1,000,000/$1,000,000
WCUSLH	____	US Longshoremen & Harbor Workers Act	$1,000,000
WCJA	____	Federal Jones Act	$1,000,000

GENERAL LIABILITY

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

- Premise Operation
- Blanket Contractual
- Products and Completed Operations
- Personal Injury

Required Limits:

GL1	_____	$300,000 Combined Single Limit
GL2	_____	$500,000 Combined Single Limit
GL3	X	$1,000,000 Combined Single Limit
GL4	_____	$2,000,000 Combined Single Limit
GL5	_____	$3,000,000 Combined Single Limit
GL6	_____	$4,000,000 Combined Single Limit
GL7	_____	$5,000,000 Combined Single Limit

Required Endorsements:

GLLIQ _____ Liquor Liability

GLS _____ Security Services

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

BUSINESS AUTOMOBILE LIABILITY

As a minimum, coverage should extend to liability for:

- Owned; Non-Owned and Hired Vehicles

Required Limits:

VL1	_____	$50,000 per Person: $100,000 per Occurrence $25,000 Property Damage Or $100,000 Combined Single Limit (The use of VLI should be limited to special projects that involve other governmental entities or "Not for Profit" organizations. Risk Management must approve the use of this form).
VL2	_____	$200,000 per Person; $300,000 per Occurrence $200,000 Property Damage or $300,000 Combined Single Limit
VL3	_____	$500,000 per Person; $1,000,000 per Occurrence $100,000 Property Damage or $1,000,000 Combined Single Limit
VL4	_____	$5,000,000 Combined Single Limit

Miscellaneous Coverages

BR1	_____	Builders Risk	Limits equal to the Full Replacement Value of the completed project.
CLI	_____	Cyber Liability	$1,000,000
MVC	_____	Motor Truck Cargo	Limits equal to the maximum value of any one shipment
PRO	_____	Professional Liability	$300,000 per Occurrence $ 500,000 Agg.
PRO2	_____		$500,000 per Occurrence/$1,000,000 Agg.
PRO3	_____		$1,000,000 per Occurrence $2,000,000 Agg.
POL1	_____	Pollution Liability	$ 500,000 per Occurrence/$(,000,000 Agg.
POL2	_____		$1,000,000 per Occurrence/$2,000,000 Agg.
POL3	_____		$3,000,000 per Occurrence/$6,000,000 Agg.
POL4	_____		$5,000,000 per Occurrence/$10,000,000 Agg.
EDt	_____	Employee Dishonesty	$ 10,000
ED2	_____		$100,000
GK1	_____	Garage Keepers	$ 300,000 ($ 25,000 per Vehicle)
GK2	_____		$ 500,000 ($100,000 per Vehicle)
GK3	_____		$1,000,000 ($250,000 per Vehicle)

MED1 _____ MED2 _____ MED3 _____ MED4 _____	Medial Professional	$300,000/$750,000 Agg. $500,000/$1,000,000 Agg. $1,000,000/$3,000,000 Agg. $5,000,000/$10,000,000 Agg.
IF _____	Installation Floater	Maximus value of Equipment Installed
VLP1 _____ VLP2 _____ VLP3 _____	Hazardous Cargo Transporter	$300,000 (Requires MCS-90) $500,000 (Requires MCS-90) $1,000,000 (Requires MCS-90)
BLL _____	Bailee Liab.	Maximum Value of County Property that will be in the Bailee's possession
HKL1 _____ HKL2 _____ HKL3 _____ HKL4 _____	Hanger Keepers Liability	$300,000 $500,000 $1,000,000 $5,000,000
AIR1 _____ AIR2 _____ AIR3 _____	Aircraft Liability	$1,000,000 $5,000,000 $50,000,000
AEO1 _____ AEO2 _____ AEO3 _____ AEO4 _____	Architects Errors & Omissions	$250,000 per Occurrence/$500,000 Agg $500,000 per Occurrence/$1,000,000 Agg $1,000,000 per Occurrence/$3,000,000 Agg. $300,000,000 per Occurrence/$5,000,000 Agg.
ARP _____	All Risk Property	Full Replacement Value of Structure
EOJ _____ EO2 _____ EO3 _____ EO4 _____	Engineers Errors & Omissions	$250,000 per Occurrence/$500,000 Agg. $500,000 per Occurrence/$1,000,000 Agg. $ 1,000,000 per Occurrence/$2,000,000 Agg. $ 5,000,000 per Occurrence/$10,000,000 Agg.
WL1 _____ WL2 _____	Water Craft Liability	$500,000 per Occurrence $1,000,000 per Occurrence

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

Policy	Deductibles
General Liability Policy The policy will be issued by United States Fire Insurance Company: $1,000,000/$2,000,000	None

Liability policies are ☒ Occurrence ☐ Claims Made

HUB International Insurance Services
Insurance Agency

Signature

APPLICANTS STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

ROB DIXON (EXECUTIVE DIRECTOR)
Applicants Name and Title

Signature

Company Name: FRIENDS OF THE POOL INC

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: H1
2023-1768

BULK ITEM: No **DEPARTMENT:** Administration

TIME APPROXIMATE: **STAFF CONTACT:**

AGENDA ITEM WORDING: Director of Code Compliance Cynthia McPherson - Department Update.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: I1
2023-1295

BULK ITEM: Yes

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of a contract to purchase a less than fee interest in Lots 39 and 40, Doctors Arm Subdivision Third Addition Section A on Big Pine Key near mile marker 31 from Charles Gimbel and Sharon Gimbel for density reduction purposes for the price of $99,999.

ITEM BACKGROUND:
This acquisition is proposed pursuant to BOCC Resolution 128-2022 (the Less Than Fee Acquisition Program) to protect property rights, to reduce density, and to reduce the County's potential liability for takings suits.

The subject property is a 12,000 square foot site located at 2247 San Marco Drive on the bay side of Big Pine Key and is developed with one dwelling unit. Lot 40 is developed with a house. Lot 39 is a vacant, canal front, pea rock lot. The less than fee interest being purchased by the County will combine the site into a single Unified Parcel and will:

- Limit the total density of the Unified Parcel to one residential dwelling unit
- Retire all other density and prohibit the transfer of density off site
- Prohibit new accessory structures providing habitable space
- Not prohibit accessory uses and non-habitable accessory structures
- Not prohibit additions to the lawfully established existing residential unit

The Sellers have executed the attached purchase agreement requiring a restrictive covenant to be recorded in the public records imposing the above restrictions.

The purchase price for the less than fee interest is the program's maximum of $99,999. This purchase price is based on the $130,500 current market land value listed on the Monroe County Property Appraiser's website. The estimated closing costs for this transaction will be approximately $1,500.

PREVIOUS RELEVANT BOCC ACTION:

The Board established and modified the Less Than Fee program though the adoption of Resolutions:

06/20/18 - 175-2018,
12/19/18 - 438-2018,
02/19/20 - 063-2020, and
04/20/22 - 128-2022 which repealed and replaced the previous resolutions.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

MCPA Record Card - Subject Property
Gimbel Aerial Photograph.pdf
Purchase Agreement with Exhibit A Restrictive Covenant
BOCC Resol 128-2022 (LTF).pdf

FINANCIAL IMPACT:

Effective Date: November 8, 2023

Expiration Date: None

Total Dollar Value of Contract: $99,999.00 plus estimated closing costs of $1,500.00

Total Cost to County: $101,499.00

Current Year Portion: $101,499.00

Budgeted: Yes

Source of Funds: 304 Funds infrastructure sales surtax

CPI: N/A

Indirect Costs: To be determined

Estimated Ongoing Costs Not Included in above dollar amounts: N/A

Revenue Producing: No **If yes, amount:**

Grant: No

County Match: N/A

Insurance Required: Yes, will be covered by County's liability policy

Additional Details: $99,999.00 plus closing costs estimated to be approximately $1,500.00

Monroe County, FL

Disclaimer

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

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

Summary

Parcel ID	00312571-004100
Account#	1385051
Property ID	1385051
Millage Group	100H
Location Address	2247 SAN MARCO Dr, BIG PINE KEY
Legal Description	LT 40 DOCTORS ARM SUBD THIRD ADDITION-SECTION A BIG PINE KEY PB6-39 OR860-1904 OR911-1026 OR1274-2216 OR1829-1049 (Note: Not to be used on legal documents.)
Neighborhood	602
Property Class	SINGLE FAMILY RESID (0100)
Subdivision	DOCTORS ARM 3RD ADD SEC A
Sec/Twp/Rng	14/66/29
Affordable Housing	No



Owner

GIMBEL CHARLES E
2247 San Marco Dr
Big Pine Key FL 33043

GIMBEL SHARON
2247 San Marco Dr
Big Pine Key FL 33043

Valuation

		2023 Preliminary Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$224,000	$226,667	$201,616	$203,934
+	Market Misc Value	$32,038	$32,476	$33,045	$33,610
+	Market Land Value	$450,000	$289,500	$207,000	$186,000
=	Just Market Value	**$706,038**	**$548,643**	**$441,661**	**$423,544**
=	Total Assessed Value	**$371,921**	**$361,089**	**$350,572**	**$345,732**
-	School Exempt Value	($25,000)	($25,000)	($25,000)	($25,000)
=	School Taxable Value	**$346,921**	**$336,089**	**$325,572**	**$320,732**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	$207,000	$201,616	$33,045	$441,661	$350,572	$25,000	$325,572	$91,089
2020	$186,000	$203,934	$33,610	$423,544	$345,732	$25,000	$320,732	$77,812
2019	$195,000	$171,534	$20,053	$386,587	$337,959	$25,000	$312,959	$48,628
2018	$174,000	$162,262	$16,932	$353,194	$331,658	$25,000	$306,658	$21,536

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL CANAL (010C)	6,000.00	Square Foot	60	100

Buildings

Building ID	16316
Style	STILT 1 STORY
Building Type	S.F.R. - R1 / R1
Building Name	
Gross Sq Ft	3120
Finished Sq Ft	1244
Stories	2 Floor
Condition	AVERAGE
Perimeter	154

Exterior Walls	HARDIE BD with 21% WD FR STUCCO
Year Built	1985
EffectiveYearBuilt	2008
Foundation	CONC PILINGS
Roof Type	IRR/CUSTOM
Roof Coverage	METAL
Flooring Type	CERM/CLAY TILE
Heating Type	FCD/AIR DUCTED with 0% NONE
Bedrooms	3

Functional Obs	0	**Full Bathrooms**	2
Economic Obs	0	**Half Bathrooms**	0
Depreciation %	16	**Grade**	500
Interior Walls	PLASTER	**Number of Fire Pl**	0

Code	Description	Sketch Area	Finished Area	Perimeter
CPF	COVERED PARKING FIN	702	0	114
ELF	ELV FIN FD	378	0	78
FLA	FLOOR LIV AREA	1,244	1,244	154
PUF	SC PRCH FIN UL	472	0	132
SBF	UTIL FIN BLK	324	0	72
TOTAL		**3,120**	**1,244**	**550**

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CONC PATIO	1984	1985	10 x 46	1	460 SF	2
CH LINK FENCE	1985	1986	5 x 265	1	1325 SF	1
CONC PATIO	1985	1986	15 x 15	1	225 SF	2
CONC PATIO	1985	1986	15 x 18	1	270 SF	2
TIKI	1989	1990	10 x 10	1	100 SF	4
CONC PATIO	2002	2003	3 x 39	1	117 SF	2
CONCRETE DOCK	1984	1985	6 x 60	1	360 SF	5

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
9/1/1993	$163,000	Warranty Deed		1274	2216	Q - Qualified	Improved		
5/1/1984	$25,000	Warranty Deed		911	1264	Q - Qualified	Vacant		
7/1/1982	$17,500	Warranty Deed		860	1904	Q - Qualified	Vacant		

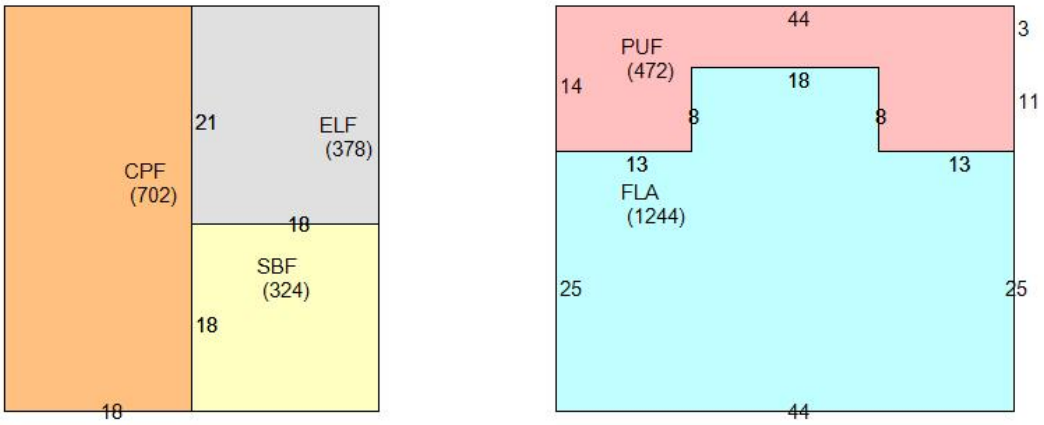
Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
18103409	7/3/2018	8/15/2018	$5,000	Residential	SPALLING REPAIRS TO 5 CONCRETE COLUMNS
03100851	3/26/2003	7/8/2003	$4,500	Residential	ENCLOSURE
A-13896	6/1/1985	6/1/1985	$4,780	Residential	DECK & DAVITS
A-12593	11/1/1984	6/1/1985	$75,780	Residential	SFR

View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)


CPF
(702)
21
ELF
(378)
18
SBF
(324)
18
18
44
PUF
(472)
3
14
18
11
8
8
13
13
FLA
(1244)
25
25
44

Photos


1385051 12/8/2020

Map



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2022 TRIM Notice (PDF)

2022 Notices Only

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

Monroe County, FL

Disclaimer

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

Summary

Parcel ID	00312571-004000
Account#	1385042
Property ID	1385042
Millage Group	100H
Location Address	2239 SAN MARCO Dr, BIG PINE KEY
Legal Description	LOT 39 DOCTORS ARM SUBD THIRD ADDITION SECTION A BIG PINE KEY PB6-39 OR762-576 OR762-577 OR1645-847 OR2756-1307 OR2785-2196 OR3079-0209 OR3134-1512 (Note: Not to be used on legal documents.)
Neighborhood	602
Property Class	VACANT RES (0000)
Subdivision	DOCTORS ARM 3RD ADD SEC A
Sec/Twp/Rng	14/66/29
Affordable Housing	No



Owner

GIMBEL CHARLES
2247 San Marco Dr
Big Pine Key FL 33043

GIMBEL SHARON
2247 San Marco Dr
Big Pine Key FL 33043

Valuation

		2023 Preliminary Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$26,288	$7,925	$7,584	$7,738
+	Market Land Value	$130,500	$130,500	$93,000	$69,000
=	Just Market Value	**$156,788**	**$138,425**	**$100,584**	**$76,738**
=	Total Assessed Value	**$156,788**	**$138,425**	**$82,629**	**$75,117**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$156,788**	**$138,425**	**$100,584**	**$76,738**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2021	$93,000	$0	$7,584	$100,584	$82,629	$0	$100,584	$0
2020	$69,000	$0	$7,738	$76,738	$75,117	$0	$76,738	$0
2019	$72,000	$0	$7,891	$79,891	$68,288	$0	$79,891	$0
2018	$61,500	$0	$6,805	$68,305	$62,080	$0	$68,305	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL CANAL UNPERMITTED (01CM)	6,000.00	Square Foot	60	100

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
SEAWALL	2016	2017	3 x 60	1	180 SF	1
FENCES	2016	2017	5 x 20	1	100 SF	2
CH LINK FENCE	2016	2017	5 x 50	1	250 SF	1
CONCRETE DOCK	2022	2023	6 x 60	1	360 SF	3

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
9/1/2021	$100,000	Quit Claim Deed	2346358	3134	1512	37 - Unqualified	Vacant		
2/25/2021	$200,000	Warranty Deed	2306564	3079	0209	05 - Qualified	Vacant		
3/9/2016	$100	Warranty Deed		2785	2196	11 - Unqualified	Vacant		
8/13/2015	$85,000	Warranty Deed		2756	1307	37 - Unqualified	Vacant		

Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
22102362	10/24/2022	1/30/2023	$38,000	Residential	CONSTRUCT A 375 SF DOCK, ABANDON EARTHEN BOAT RAMP ADD 15 CY YDS OF FILL - INSTALL RIP RAP REVETMENT (10 LF) AND CONSTRUCT DOCK.
17103430	5/17/2017	2/11/2021	$100	Residential	INVASIVE EXOTICS OR HAZARDOUS
16107562	10/24/2016	2/11/2021	$75	Residential	INVASIVE EXOTIC TREE REMOVAL
16105926	10/17/2016	10/31/2016	$500	Residential	RIP RAP REPAIR/ REPLACE FOR EROSION CONTROL - STABILIZE WITH CEMENT/REVISION A - REPAIR RIPRAP/REVISION B - UPDATE CONCRETE CAP DRAWINGS
16101828	4/18/2016	10/14/2016	$998	Residential	INSTALL 143 LF OF CHAIN LINK FENCE 5 FEET HIGH WITH 3 GATES
16101832	4/1/2016	9/15/2016	$50	Residential	REMOVE BRAZILIAN PEPER TREE
16100099	3/9/2016	3/17/2016	$900	Residential	FENCE, FILL, CONCRETE RIP-RAP

View Tax Info

View Taxes for this Parcel

Photos



Map



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2022 Notices Only

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

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Developed by Schneider GEOSPATIAL

Lots 39 and 40, Doctors Arm Subdivision Third Addition Section A

Big Pine Key



AGREEMENT FOR THE PURCHASE OF LESS THAN FEE INTEREST IN LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between

Charles Gimbel and Sharon Gimbel

(hereinafter “Seller(s)”), for themselves, their heirs, executors, administrators, successors and assigns, and MONROE COUNTY, FLORIDA (hereinafter "COUNTY").

WITNESSETH:

1. The Seller(s) represent they are the owners of the following real property (hereinafter “Primary Parcel”) thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, that is currently developed with a residential dwelling unit and is more particularly described as follows; to-wit:

   Lot 40 Doctors Arm Subdivision Third Addition Section A Big Pine Key (PB 6-39)
   RE #00312571-004100

   The Seller(s) represent they are also the owners of the following real property (hereinafter “Secondary Parcel”) thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, that borders the Primary Parcel and is currently not developed with a residential dwelling unit or any other habitable space and is more particularly described as follows; to-wit:

   Lot 39 Doctors Arm Subdivision Third Addition Section A Big Pine Key (PB 6-39)
   RE #00312571-004000

2. In consideration of Ten Dollars ($10.00) in hand, paid by the COUNTY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the COUNTY certain property rights owned by Seller, upon the terms and conditions hereinafter set forth, and for the price of **$99,999.00**. The Seller(s) covenant to surrender, release, relinquish and transfer any and all of the Seller(s)’s property rights in accordance with the Covenant of Unity of Title and Restrictions on Future Development and/or Conveyances attached as Exhibit A together with the other documents listed in Section 6 (hereinafter collectively “Less Than Fee Interest”) from the combined Primary Parcel and Secondary Parcel (hereinafter collectively “Unified Parcel”).

3. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the COUNTY the Less Than Fee Interest and will simultaneously unify title of the servient estates of the Secondary Parcel with the Primary Parcel, subject to the following conditions and obligations:

   The COUNTY, at the COUNTY’S expense, shall have a title report commissioned to allow the COUNTY or its agent to examine all record detail of the ownership and encumbrances (O & E) affecting title to the Unified Parcel. The COUNTY may, at its option during the time permitted for examination of title, have the Unified Parcel surveyed and certified by a registered Florida surveyor. If the survey or O & E report disclose encroachments on the Unified Parcel or the existence of improvements located thereon, or any other restrictions, contract covenants, liens, transfers of development rights, or applicable governmental regulations, deemed not acceptable to the COUNTY, the same shall constitute a title defect.

   The COUNTY shall have sixty (60) days from the Effective Date in which to examine the O & E of Seller’s title. If title is found defective, as determined in the sole discretion of COUNTY, the

COUNTY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unacceptable to the COUNTY, the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the COUNTY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

4. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or property rights associated with the Less Than Fee Interest may be diminished or encumbered while this Agreement is pending. In the event any such diminution, encumbrance or other impairment occurs, the COUNTY may, without liability, refuse to accept conveyance of said Less Than Fee Interest.

5. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the COUNTY shall have at all reasonable times the unrestricted right and privilege to enter upon the Unified Parcel for all proper and lawful purposes, including examination of the Unified Parcel and the resources upon it. Nothing herein shall be construed to constitute an acceptance of any existing or future code or building violation on the Unified Parcel. This provision shall survive closing. The Seller(s) hereby waive their rights to any and all claims against the COUNTY or the State of Florida associated with, or arising from ownership of, the Unified Parcel and this waiver shall survive closing.

6. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the COUNTY the following documents conveying to the COUNTY all of Seller's Less Than Fee Interest in a manner satisfactory to the legal counsel of the COUNTY:

    a) Covenant of Unity of Title and Restrictions on Future Development and/or Conveyances (hereinafter "Covenant of Unity of Title document")
    b) Joinder of Mortgagee (if applicable)
    c) Joinder of Non-Mortgagee Encumbrance Holder (if applicable)
    d) Grantor's Affidavit of No Encumbrance (if neither b or c above applies)
    e) Affidavit of Trustee (if land owned by a Trust)
    f) Application to Monroe County Property Appraiser to Consolidate Real Estate Parcels

7. In consideration whereof the COUNTY agrees that it will purchase all of said Less Than Fee Interest at the price of **$99,999.00**. The COUNTY further agrees that after the preparation, execution, and delivery of the documents enumerated above, and after the legal counsel of the COUNTY shall have approved the documentation releasing the Less Than Fee Interest to be surrendered to and vested in the COUNTY, it will cause to be paid to the Seller(s) the purchase price, less any costs of closing payable by Seller, as set forth below.

    The COUNTY shall pay the following expenses associated with the conveyance of the Less Than Fee Interest: recording fees for the documents listed in Section 6, settlement fees, O & E report fees, title examination fees, and the Buyer's attorney's fees. The Seller(s) shall pay the real estate commissions, if any are due. Full transfer, surrender and possession of the development rights described above shall pass to the COUNTY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

8. It shall be the obligation of the Seller(s) to pay any assessments outstanding as liens due to the County at the date the Less Than Fee Interest vests of record in the COUNTY.

9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

   2247 San Marco Drive
   Big Pine Key, FL 33043

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

10. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the COUNTY has signed this Agreement.

11. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **July 20, 2023**, to sign and return this Agreement to the COUNTY, failing which the County shall have no obligations pursuant to this Agreement. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the COUNTY'S obligation to close this transaction is contingent upon the availability of funds budgeted for the Less Than Fee Program and approval of this Agreement by the Monroe County Board of County Commissioners, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars ($10.00) hereinabove acknowledge as received, have and do hereby grant unto the COUNTY or its authorized representative, or any other office or agent of the COUNTY authorized to purchase said Less Than Fee Interest in land, the option and right to enter into this Agreement for Purchase within ninety (90) days from the execution thereof by the Seller(s).

Seller/ **Charles Gimbel**

Signature	Date	Phone Number	Email Address
	7/14/23	405-304-1724	CSGIMBINPARADISE @ BELLSOUTH.NET

Seller/ **Sharon Gimbel**

Signature	Date	Phone Number	Email Address
	7/14/23	305-395-5358	CSGIMB IN PARADISE @ BELL SOUTH.NET

Buyer/ COUNTY: MONROE COUNTY, FLORIDA

KEVIN MADOK, CPA, Clerk

By: _____ _____
As Deputy Clerk Craig Cates, Mayor

(Seal) Date: _____

EXHIBIT A

Prepared by/Return to:
Gregory S. Oropeza, Esq.
Oropeza Stones Cardenas
221 Simonton Street
Key West, FL 33040

---------- Space Above This Line For Recording ----------

COVENANT OF UNITY OF TITLE AND RESTRICTION ON FUTURE DEVELOPMENT AND/OR CONVEYANCES

THIS UNITY OF TITLE SHALL BE INCORPORATED IN WHOLE AND REFERENCED BY OFFICIAL RECORD BOOK AND PAGE NUMBER AND DOCUMENT NUMBER ON ALL TRANSFERS OF THE BELOW DESCRIBED REAL PROPERTY.

WHEREAS, this Unity of Title is granted this _____day of _____, 20__, by _____ (hereinafter "Grantor(s)"), to Monroe County, a political subdivision of the State of Florida (hereinafter "Grantee"), whose address is 1100 Simonton Street, Key West, Florida 33040; and

WHEREAS, the undersigned Grantor(s), is/are the sole fee simple title owner(s) of the certain below-described real property (hereinafter "Primary Parcel") that is currently developed with a residential dwelling unit and is located in Monroe County, Florida, having a legal description as follows and which is shown on attached Exhibit "___," which is hereby incorporated as if fully stated herein:

Parcel Address: _____Approximate Mile Marker: _____
Parcel(s)/Lot(s): _____Block: _____
Subdivision: _____
Key:_____Plat Book:_____Page: _____
Real Estate Number(s):_____

WHEREAS, the undersigned Grantor(s), is/are the sole fee simple title owner(s) of the certain below-described real property (hereinafter "Secondary Parcel") that is not currently developed with a residential dwelling unit or any other habitable space and is located in Monroe County, Florida, having a legal description as follows and which is shown on attached Exhibit "___," which is hereby incorporated as if fully stated herein:

Parcel Address: _____Approximate Mile Marker: _____
Parcel(s)/Lot(s): _____Block: _____
Subdivision: _____
Key:_____Plat Book:_____Page: _____
Real Estate Number(s):_____

WHEREAS, Grantee is a general purpose political subdivision of the State of Florida and is authorized to regulate and control the use of real property through the Monroe County Comprehensive Plan and the Monroe County Code(s) to protect the public health, safety, and welfare; and

WHEREAS, the Primary Parcel and Secondary Parcel are subject to the jurisdiction and requirements of the Monroe

County Comprehensive Plan and the Monroe County Code(s); and

WHEREAS, this Unity of Title encumbers the Primary Parcel and Secondary Parcel (hereinafter collectively "Unified Parcel"); and

WHEREAS, Grantor(s) hereby attest(s) his/her/its/their recognition that this Unity of Title does not allow the Unified Parcel to be divided into separate parcels; and

WHEREAS, Grantor(s) hereby attest(s) his/her/its/their recognition that the Unified Parcel shall hereafter exclusively be considered as one (1) parcel of land, and that no portion of said parcel of land may hereafter be sold, transferred, devised, or assigned separately, except in its entirety as one (1) parcel of land; and

WHEREAS, Grantor(s) hereby attest(s) his/her/its/their recognition that in granting this Unity of Title, Grantor acknowledges and accepts the condition hereafter limiting development to a single principal use (residential) structure on the Unified Parcel; and

WHEREAS, the consent of all mortgagee(s) and holder(s) of any all other encumbrance(s) of or otherwise upon the Unified Parcel is attached as Exhibit(s) "____" and "____." If no such consent is attached hereto, the undersigned Grantor (s), hereby attest(s) to Grantee that no such mortgage(s) and that no such other encumbrance(s) exist(s); and

WHEREAS, this Unity of Title is granted in consideration of payment in the amount of XX thousand dollars ($XX,XXX.XX) by Grantee to Grantor; and

WHEREAS, the undersigned Grantor(s) and Grantee hereby attest that such County payment in consideration was/were given pursuant to this Unity of Title, and that this Unity of Title, together with its restrictions, conditions, and limitations on future residential structure development are supported by good and valuable consideration; and

WHEREAS, this Unity of Title does not discharge, exempt, waive, or otherwise release the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, from their duty to obtain required federal, state, County, and local approval(s) for any future construction of accessory structures or establishment of uses upon the Unified Parcel; and

NOW, THEREFORE, as an inducement to Grantee for and in consideration of Grantee's payment of good and adequate consideration, the adequacy, sufficiency, and receipt of which are hereby expressly acknowledged and attested to, the undersigned Grantor(s) hereby grants, creates, and establishes a Covenant of Unity of Title for and in favor of Grantee upon the above legally described Unified Parcel which shall run with the land and be binding upon the undersigned Grantor(s), and tenant(s) thereto, and shall remain in full force and effect forever, and Grantor(s) declare(s) and grant(s) as follows:

1) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein.

2) **Restriction on Development.** Notwithstanding the general permitted density, this Unity of Title:

   A. limits the total density of the Unified Parcel to one residential dwelling unit; and

   B. retires all other density and prohibits the transfer of density; and

   C. prohibits new accessory structures providing habitable space on the Unified Parcel; and

   D. does not prohibit accessory uses and non-habitable accessory structures on the Unified Parcel; and

   E. does not prohibit additions to the lawfully established existing residential unit.

Habitable space means any structure equipped for human habitation such as, but not limited to, office, workshop, kitchen, dining, living, laundry, bathroom, bedroom, den, family or recreational room; professional studio or commercial occupancy including all interior hallways, corridors, stairways and foyers connecting these areas. Garages, exterior stairs and open decks and patios are not considered habitable structures.

3) **Prohibition of Parcel Division.** This Unity of Title prohibits the Unified Parcel from being divided into separate parcels, subdivided, re-subdivided, platted, re-platted, or conveyed as separate parcels or transferred as separate parcels regardless of whether owned by single or multiple owners.

4) **Restriction on Conveyance**. The Unified Parcel shall hereafter exclusively be considered as one (1) parcel of land, and that no portion of said parcel of land may hereafter be sold, transferred, devised, pledged, encumbered or assigned separately, except in its entirety as one (1) parcel of land.

5) **Monroe County Property Appraiser Records**. Simultaneously with execution of this covenant of Unity of Title, Grantor shall make application with the Monroe County Property Appraiser to combine the Primary Parcel and Secondary Parcel under this Unity of Title as a single real estate parcel for tax roll purposes.

6) **No Conflicts.** The undersigned Grantor(s) hereby covenant(s) with Grantee that Grantor(s) is/are lawfully seized of the Unified Parcel in fee simple free and clear of all encumbrances that are inconsistent with the terms of and exhibits attached to this Unity of Title, and fully attest(s), warrant(s), and defend(s) the title to and interest in the Unity of Title hereby conveyed against the lawful claims of all persons whomsoever.

7) **Perpetual Duration.** This Unity of Title is intended to benefit, run with the land in favor of, and shall inure to Grantee, Monroe County, Florida.

8) **Binding Effect.** The undersigned Grantor(s), and the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), shall pay all taxes, assessments, fees, and charges of whatever description levied upon or assessed by competent authority on the Unified Parcel therein before delinquency, shall keep such levies and assessments current, and shall not allow any lien(s) on the Unified Parcel superior to this Unity of Title. In the event of failure to so disallow such lien(s), to extinguish such lien(s), and/or to obtain subordination of such lien(s) to this Unity of Title, in addition to any other remedy, the damage(s) and/or debt(s) owed to Grantee shall constitute a lien against the Unified Parcel which shall automatically relate back to the recording date of this Unity of Title.

9) **Construction and Interpretation**. The construction and interpretation of such, and all other, Monroe County Comprehensive Plan provision(s) and Monroe County Code(s) provision(s) shall be construed in favor of Grantee and such construction and interpretation shall be entitled to great weight on trial and on appeal.

10) **Recordation, Amendment, Modification, or Release**.

A. The undersigned Grantor(s) hereby agree to the recording of the Unity of Title together with all appropriate and required Joinder(s) with the Clerk of the Circuit Court of Monroe County and agree to the re-recording of said documents at any time Grantee may require to preserve its (Grantee's) rights.

B. No amendment or modification to this Unity of Title is effective unless agreed to in writing by both Grantee and the undersigned Grantor(s) and filed, together with all appropriate and required Joinder(s), with the Clerk of Circuit Court of Monroe County for recording in the Official Records of Monroe County, Florida.

C. This Unity of Title may not be rescinded, voided, or released unless and until the Monroe County Board of County Commissioners (hereinafter "BOCC") approves such rescission, voidance, or release by BOCC Resolution.

11) **Subsequent Reference Requirement.**

A. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) to and shall submit a copy of this filed and recorded Unity of Title together with (simultaneously in date and time with) all future development applications relating to the Unified Parcel. Such submission by the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall be to the agency(ies), department(s), and office(s) in receipt of or otherwise receiving such development application(s). This requirement is non-exclusive to Monroe County agencies, departments, and offices, and is to be construed as inclusive of all reviewing federal, state, Monroe County, and local agencies, departments, and offices in receipt of or otherwise receiving such development application(s), such that the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, must so simultaneously furnish a copy of this filed and recorded Unity of Title to any and all federal and state, Monroe County, and local agencies, departments, and offices in receipt of or otherwise receiving such development application(s).

B. The undersigned Grantor(s), tenant(s), thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) hereto, shall reference this Unity of Title and all previously executed and recorded restrictions in any future instrument conveying title to or an interest in the Unified Parcel, including the recording book and page number(s) and document number(s) of this Unity of Title and all previously executed and recorded restrictions.

12) **Joint-and-Several Liability**. If the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), tenant(s), thereto, or any other non-County natural person(s) or legal person(s) are party(ies) to any suit, action, or proceeding, in law or in equity, initiated, cross-initiated, counter-initiated, or filed by the County to enforce any provision(s), restriction(s), or term(s) contained herein, and consist(s) of more than one person(s) or entity(ies), such person(s) and entity(ies) shall be jointly and severally liable.

13) **Non-Assignability**. This Unity of Title shall not be assignable by the undersigned Grantor(s), tenant(s), thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), tenant(s), thereto, or any other non-County party with title to or an interest in the Unified Parcel, unless such assignment is first approved by Monroe County BOCC Resolution.

14) **Notice and Service of Process**.

A. **Notice – To Grantee**. All notices, consents, approvals, or other communications to Grantee hereunder shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, in the following for, and address:

Monroe County Planning & Environmental Resources Department
Attn: Senior Director
Subject: Unity of Title
2798 Overseas Highway
Marathon, FL 33050

And with a copy to:

Monroe County Attorney's Office
Subject: Unity of Title
1111 12th Street, Suite 408

Key West, FL 33040

15) **Dispute Resolution – Meet-and-Confer Prerequisite**. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in the title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) that as a first condition precedent to his/her/its/their initiation of litigation or adversarial administrative proceedings against the County in the form of a suit or action arising out of, related to, or in connection with this Unity of Title, shall first, prior to the initiation of such suit or action, attempt to resolve their dispute(s) and disagreement(s) by a meet-and-confer session between himself/herself/themselves and Monroe County Planning & Environmental Resources Department staff and counsel of the Monroe County Planning & Environmental Resources Department. If no resolution can be agreed upon within thirty (30) days after occurrence of the aforesaid meet-and-confer session, such issue(s) shall next as a second condition precedent to the initiation of such suit or action, be discussed at a public meeting of the Monroe County BOCC occurring in the same geographic sub-area as the geographic location of such Unity of Title (i.e., Upper Keys – Key Largo, Middle Keys – Marathon, Lower Keys – Key West). The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) that in the event he/she/it/they so initiate such suit or action without satisfying both of these conditions precedent to their initiation or litigation or adversarial administrative proceedings against the County, that the County shall automatically be entitled to an Order granting Grantee's Motion to Dismiss and Florida Statute Sec. 57.105 (2015) Motion for Sanctions and Attorney's Fee (or, at Grantee's election (if applicable), their Florida statutory equivalent(s), Federal equivalent(s), or non-Florida legal equivalent(s)).

16) **Limitation of Liability**.

A. In the event of any litigation concerning the conditions, provisions, revisions, or terms of the Unity of Title, Grantee, the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in the title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree to expressly waive and shall be treated as having expressly waived their right to a jury trial.

B. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) that no charge(s) or claim(s) shall be made by it for any delay(s) or the effective date of this Unity of Title.

C. **No Waiver.** Grantee shall not be deemed to have waived any rights under this Unity of Title unless such waiver has been given, within this instrument, both expressly and specifically.

D. **No Personal Liability**. The County expressly reserves and in no way shall be deemed to have waived for itself or for its officer(s), employee(s), or agent(s), any sovereign, governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability. Further, no covenant, provision, or term of this Unity of Title shall be deemed to be a covenant or agreement of any officer, employee, or agent of the County in his or her individual capacity, and no officer, employee, or agent of the County shall be liable personally in this Unity of Title or be subject to any personal liability or accountability by reason of the execution of this Unity of Title.

E. **Non-Reliance by Third-Parties**. No person(s) or entity(ies) shall be entitled to rely upon the terms, or any of them, of this Unity of Title to enforce or attempt to enforce any third-party claim(s) or entitlement(s) to or benefit(s) of any service(s), term(s), or program(s) contemplated hereunder.

17) **Enforcement.**

A. **Default Notice.** In the event of breach or violation of the restrictions or terms hereof by Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, Grantee shall provide written "Notice of Default" or "Notice of Violation" to such

breach(es) or violation(s) within thirty (30) days of receiving notice of such breach(es) or violation(s).

B. **Grantor(s) Breach or Violation**.

1. Uncured breach(es) or violation(s), by the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, of the terms of and restrictions imposed by this Unity of Title shall, without any additional notice beyond this Unity of Title's recordation, entitle Grantee to immediately suspend and/or rescind, without liability to Grantee, development applications, pending permits, approvals, and inspections, and issued development order(s) contingent upon the effectiveness of this Unity of Title and Grantor(s) compliance thereto, the compliance of tenant(s) thereto, the compliance of the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s) thereto, and the compliance of tenant(s) thereto, with the terms of this Unity of Title, applied for or those permits, approvals, and/or inspections necessary to cure such breach(es) or violation(s). Such uncured breach(es) or violation(s) shall be presumed to constitute breach(es) or violation(s) that is/are irreparable or irreversible in nature.

2. In the event of any suit, action, or proceeding, in law or in equity, by the County to enforce the restrictions or terms contained herein, if the County prevails in any such suit, action, or proceeding, on trial or appeal, the County shall be entitled to reasonable attorney's fees, including trial, appellate, bankruptcy, and post-judgement costs and collection proceedings for the maintenance or defense of any such suit, action, or proceeding, to be paid by the losing party(ies) as fixed by the court. Any judgement so rendered in favor of the County in connection with any suit, action, or proceeding arising out of, related to, or in connection with this Unity if Title, shall bear interest at the highest rate allowed by law. The County may recover reasonable legal and professional fees attributable to the preparation, administration, and enforcement of such suit, action, or proceeding, from any person(s) and/or entity(ies) from or whom a demand or enforcement request is made, regardless of actual initiation of a suit, action, or proceeding. These remedies are in addition to any other remedy, fine, or penalty which may be applicable under, including, but not limited to, Chapters 162.373, and 403, Florida Statutes, and any other action at law or in equity. Grantee hereby agrees and the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree that suits, actions, and proceedings arising out of, related to, or in connection with this Unity of Title shall be in accordance with the Florida Rules of Civil Procedure.

3. Cumulative Remedies. In the event of any breach or violation of the restrictions or terms contained herein, Grantee shall, without liability to Grantee, have the right to proceed at law or in equity as may be necessary to enforce compliance with the restrictions or terms hereof, to enjoin activities, construction, maintenance, practices, repairs, and uses inconsistent with the restrictions or terms hereof, and to otherwise prevent the breach or violation of any of them, to collect damages, and both authorized and entitled to enforce this Unity of Title by emergency, preliminary, and permanent injunction, including by ex parte motion and action for such injunction(s), it being hereby expressly and specifically agreed that Grantee has no adequate remedy at law, or such other legal method as Grantee deems appropriate. All rights and remedies accruing to the County shall be assignable in whole or in part and be cumulative; that is, the County may pursue such rights and remedies as the law and this Unity of Title afford it in whatever order the County desires and the law permits. The County's resort to any one law(s) and/or remedy(ies) in advance of any other shall not result in waiver or compromise of any other law(s) and/or remedy(ies). The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) to and shall pay for all costs associated with Grantee's enforcement action(s).

4. Failure of the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, to comply with or perform any act required by or under this Unity of Title shall not impair the validity of this Unity of Title or the

conditions, provisions, reservations, restrictions, rights, or terms hereof or limit their enforceability in any way.

5. Enforcement of the conditions, provisions, restrictions, and terms of this Unity of Title shall be at the discretion of the Grantee, Grantee's delay or failure to enforce or omission in the exercise of any condition, provision, reservation, restriction, right, or term contained herein, however long continued, shall not be deemed a waiver or estoppel of the right to do so thereafter as to any violation or breach. No Grantee waiver of a breach of any of the condition(s), provision(s), reservation(s), restriction(s), right(s), or term(s) hereof, shall be construed to be a waiver of any succeeding breach of the same condition(s), provision(s), reservation(s), restriction(s), right(s), or term(s) hereof.

18) **Miscellaneous.**

A. **Duty to Cooperate**. Where required under this Unity of Title or related agreement(s), the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall, to ensure the implementation of the government purpose furthered by this Unity of Title, cooperate with Grantee's reasonable requests submitted to Grantor(s), tenant(s) thereto, Grantor's personal representative(s), heir(s), assign(s), and successor(s) in title, and tenant(s) thereto, regarding the terms and conditions contained herein.

19) **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions.** If any condition, provision, reservation, restriction, right, or term of this Unity of Title, or any portion(s) thereof, is/are held to be invalid or unenforceable in or by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such condition, provision, reservation, restriction, right, term, or any portion(s) thereof, shall neither limit nor impair the operation, enforceability, or validity of any other condition, provision, reservation, restriction, right, term, or any remaining portion(s) thereof. All such other conditions, provisions, reservation, restrictions, rights, terms, and remaining portion(s) thereof shall continue unimpaired in full force and effect.

20) **Captions and Paragraph Headings**. Captions and paragraph headings, where used herein, are inserted for convenience only and are not intended to descriptively limit the scope and intent of the paragraph or text to which they refer.

21) **No Encumbrances**. The undersigned grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, represent(s) and warrant(s) that, to his/her/its/their knowledge, there are no superior encumbrances or material claims, cause-of-action, or other proceedings pending or threatened in respect to the ownership, operation, or environmental condition(s) of the above legally described property that may, shall, or will diminish, extinguish, interrupt, or subordinate the effectiveness or operation of this Unity of Title's provision(s), restriction(s), right(s), and term(s) running in perpetuity in favor of Grantee, Monroe County, Florida.

22) **Governing Laws/Venue**. This Unity of Title is and the construction and enforcement of the restrictions, terms, and obligations established therefrom are governed by the Monroe County Comprehensive Plan and the Monroe County Code(s), and shall be liberally construed and enforced in favor of the grant to effectuate the public purpose of this Unity of Title and the policy(ies) and purpose(s) of the Monroe County Comprehensive Plan and the Monroe County Code(s). Exclusive venue for any dispute arising from or under, relating to, or in connection with this Unity of Title shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida.

23) **Authority to Attest**. Each party to this Unity of Title represents and warrants to the other that the execution, delivery, and performance of this Unity of Title has been duly authorized by all necessary corporate and other organizational action, as required.

24) **Integration/Merger**. This Covenant of Unity of Title constitutes the entire Covenant of Unity of Title and any

representation or understanding of any kind preceding the date of this Unity of Title's execution or recordation is not binding on the Grantee or the undersigned Grantor(s) except to the extent it has been incorporated into this Unity of Title.

25) **Effective Date**. This Unity of Title will become effective upon recordation in the Official Records of Monroe County, Florida.

TO HAVE AND HOLD UNTO GRANTEE FOREVER.

EXECUTED ON THIS_____day of_____, 20___

WITNESSES TO ALL:

_____
First Witness (Print Name)

_____
First Witness (Signature)

_____
Second Witness (Print Name)

_____
Second Witness (Signature)

GRANTOR(S)

_____
Grantor No. 1 (Print Name)

_____
Grantor No. 1 (Signature)

_____
(Complete Mailing Address above)

_____
Grantor No. 2 (Print Name)

_____
Grantor No. 2 (Signature)

_____
(Complete Mailing Address above)

STATE OF_____
COUNTY OF_____

The foregoing instrument, Monroe County Covenant of Unity of Title, was acknowledged before me this_____day of_____, 20___, by_____, who is personally known to me or produced_____ as proof of identification and did take an oath.

_____
Notary Public (Print Name and Notary No.)

[NOTARY SEAL]

_____
Notary Public (Signature)

MONROE COUNTY, FLORIDA ACCEPTANCE OF UNITY OF TITLE

In Witness Whereof, Grantee accepts the Covenant of Unity of Title granted above and executes this instrument the date set forth below.

GRANTEE:

Monroe County, Florida:

_____
First Witness (Print Name)

_____
Senior Director, Monroe County Planning and Environmental Resources Department (Print Name)

_____
First Witness (Signature)

_____
Senior Director, Monroe County Planning and Environmental Resources Department (Signature)

_____
Second Witness (Print Name)

_____
Date (Print)

_____
Second Witness (Signature)

STATE OF _____
COUNTY OF_____

Before me, the undersigned authority, personally appeared _____, on this _____day of_____, 20____, who is personally known to me or produced_____as proof of identification.

Sworn and subscribed to before me this_____day of_____, 20____.

_____
Notary Public (Print Name and Notary No.)

[NOTARY SEAL]

_____
Notary Public (Signature)

RESOLUTION NO. 128 - 2022

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, COMBINING AND REPLACING *RESOLUTION 175-2018*, *RESOLUTION 438-2018*, AND *RESOLUTION 063-2020* WHICH CREATED AND AMENDED THE LESS THAN FEE ACQUSITION PROGRAM FOR THE PURPOSE OF RETIRING RESIDENTIAL DEVELOPMENT RIGHTS ON PROPERTY LOCATED IN THE IS, IS-M AND URM LAND USE DISTRICTS FROM WILLING SELLERS; TO CLARIFY PROGRAM ADMINISTRATION AND TO INCLUDE ADDITIONAL PRIORITIZATION GUIDANCE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of County Commissioners of Monroe County, Florida hereinafter "BOCC") adopted *Resolution 175-2018* on June 20, 2018, which created the Less Than Fee Program that is designed to purchase residential development rights from willing sellers that own a vacant parcel that is located immediately adjacent to their homes, and which are located in the Improved Subdivision (IS), Improved Subdivision - Masonry (IS- M), Urban Residential - Mobile Home (URM) land use districts; and

WHEREAS, the goal is to reduce ongoing development pressures on hurricane evacuation clearance times and demands on public facilities and infrastructure while protecting property owner rights and avoiding unnecessary costs associated with defending property rights claims; and

WHEREAS, this program is consistent with Policies 102.4.3 and 102.4.6 of the 2030 Monroe County Comprehensive Plan; and

WHEREAS, in adopting *Resolution 175-2018*, the BOCC found that a less than fee acquisition program was an appropriate alternative to costlier fee simple acquisitions; and

WHEREAS, the BOCC and the Monroe County Land Authority (hereinafter "MCLA") entered into an interlocal agreement on July 21, 2021, and amended the ILA on September 15, 2021 which includes the acquisition of infill property for density reduction, among other government purposes; and

WHEREAS, F.S. 125.355 authorizes the BOCC to exempt any purchase of an interest in realty valued at under $100,000 from the requirement of obtaining an appraisal; and

WHEREAS, the BOCC agrees to use dollars raised through the local option infrastructure sales surtax as authorized in F.S. 212.055(2)(d which the County has budgeted in Fund 316 to cover costs associated with this program; and

WHEREAS, the MCLA and County staff have worked together to develop and implement the Less Than Fee Program; and

WHEREAS, due to additional growth limits on Big Pine Key and No Name Key, which are imposed as a result of the Incidental Take Permit, both islands are closer to build out than the rest of the County; and

WHEREAS, the BOCC adopted *Resolution 438-2018* which made adjustments to the program to: prioritize any eligible lots on Big Pine Key and No Name Key regardless of Tier designation; prioritize transactions where the purchase price for the development rights is less than $100,000; clarify that the County does not waive its right to prosecute code violations on parcels participating in the program; and allow the use of market land values on comparable vacant lots as the basis for making a purchase offer from lots that have already been combined with another lot for tax purposes; and

WHEREAS, the BOCC adopted *Resolution 063-2020* to prioritize purchases where the adjacent vacant parcel contains no accessory uses or structures therefore targeting parcels that may be more likely to require the County to defend a property rights claim; and

WHEREAS, County staff have recommended additional minor adjustments to the Less than Fee program to clarify that the Monroe County Land Authority has assumed administration of the Less than Fee Program from the County Attorney, and to refine the prioritization of Less than Fee applications;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLOIRDA:

Section 1. The recitals set forth above are incorporated herein as findings of fact by the Board.

Section 2. This Resolution combines and replaces *Resolution 175-2018*, *Resolution 438-2018*, and *Resolution 063-2020.* Although the adoption of this resolution rescinds those prior resolutions, all actions taken pursuant to those resolutions are ratified and remain valid.

Section 3. The BOCC authorizes the MCLA to represent the BOCC in these matters.

Section 4. MCLA will identify properties that will be eligible for participation in this program under the parameters set forth below.

Section 5. To be eligible to participate in the program, subject parcels must be:

a) Located within an Improved Subdivision (IS), Improved Subdivision – Masonry (IS-M), or Urban Residential – Mobile Home (URM) Land Use District;

b) Consist of a lot with at least one (1) buildable unit or Transfer of Development Right (TDR). Priority shall be given as follows:

Priority One – Otherwise eligible vacant lots with no accessory structures or uses on Big Pine Key and No Name Key, regardless of Tier designation, in the order of lowest MLV to highest MLV with an agreed upon purchase price of less than $100,000.

Priority Two – Otherwise eligible vacant lots with accessory structures or uses on Big Pine Key and No Name Key, regardless of Tier designation, in the order of lowest MLV to the highest MLV with an agreed upon purchase price of less than $100,000.

Priority Three – Otherwise eligible vacant lots with no accessory structures or uses outside of Big Pine Key and No Name Key that are designated Tier III, in the order of lowest MLV to highest MLV, with an agreed upon purchase price of less than $100,000.

All otherwise eligible vacant lots will be processed after those described in the above priorities in the order of highest Tier designation to lowest Tier designation,

with no accessory structures or uses and in the order of lowest MLV to highest MLV, with an agreed upon purchase price of less than $100,000.

c) Be held in common ownership with an immediately adjacent parcel that contains a residential structure as its principal structure;

d) Eligible to receive a building permit for construction of a new residential dwelling unit under the current Monroe County Comprehensive Plan and Land Development Code, and not prohibited by deed restriction or other instrument or legal impairment from receiving such a building permit;

e) Free of all code compliance liens and not the subject of a current code compliance case or other enforcement proceeding by the County or other regulatory agency; however, the property owner should be notified that the County does not waive its right to prosecute existing but undiscovered code violations at the time of the transaction; and

f) Owned by a seller who is willing to convey the building rights to the County under the terms and conditions set forth herein.

Section 6. The MCLA is authorized to make offers to purchase the right to build a separate residential unit on the subject property at the most recent "Market Land Value" indicated on the Monroe County Property Appraiser's website in exchange for the retirement of that development right and execution of a title restriction, unity of title instrument, and other documents prepared by the County Attorney and/or MCLA legal counsel which are necessary to implement this program subject to the limitation that no purchase shall be made for more than $99,999 without an appraisal, in a form that is acceptable to the County, which is paid for by the property owner. In the event an otherwise eligible vacant parcel of property has been combined for tax purposes only by the Property Appraiser into a single parcel with another lot with a residential principal structure on it, MCLA staff is

authorized to use the market land value from a comparable vacant lot in the vicinity as the basis for the offer to purchase the remaining, unused development rights.

Section 7. This resolution shall take effect upon adoption and the additional criteria may be applied to applications already submitted for consideration.

Section 8. Each agreement is subject to final approval by the Board, which retains the discretion to reject each transaction and/or otherwise modify this program.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 20th day of April, 2022.

Mayor David Rice, District 4	Yes
Mayor Pro Tem Craig Cates, District 1	Yes
Commissioner Michelle Coldiron, District 2	Yes
Commission District 3	Vacant
Commissioner Holly Merrill Raschein, District 5	Yes

ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Approved as to form and legal sufficiency
Robert B. Shillinger, Monroe County Attorney

Robert B. Shillinger

Digitally signed by Robert B. Shillinger
DN: cn=Robert B. Shillinger, o=B.O.C.C. of Monroe County, FL, ou=County Attorney, email=shillinger-bob@monroecounty-fl.gov, c=US
Date: 2022.04.26 09:19:24 -04'00'

FILED FOR RECORD
2022 MAY -3 AM 7:
CLERK CIR. CT.
MONROE COUNTY, FL

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: I2
2023-1717

BULK ITEM: Yes

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:
9:00am

STAFF CONTACT: Mike Lalbachan

AGENDA ITEM WORDING:

Approval to submit Residential Elevation Applications under the Flood Mitigation Assistance (FMA) program issued by U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) for fiscal year 2023 (Funding Opportunity Number: DHS-23-MT-029-000-98) with an estimated projects' budget amount of $7,000,000, with property owners paying all match required.

ITEM BACKGROUND:

The Flood Mitigation Assistance (FMA) program makes federal funds available to local communities to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP) on a yearly basis. Local governments are considered sub-applicants and must submit sub-applications to the Florida Division of Emergency Management (FDEM). FDEM has been authorized by FEMA as the only agency that is allowed to submit FMA applications for the State of Florida.

Typically, federal funding from FEMA is available for up to 75% of eligible activity costs. However, Severe Repetitive Loss (SRL) properties may be funded up to 100% and Repetitive Loss (RL) properties up to 90%. Homeowners provide the local match (non-federal match) for elevations, if applicable. All properties are required to be elevated at least 2' above minimum base flood elevation (BFE).

Monroe County began participating in the FMA program in FY21. The BOCC agreed to operate this program in both unincorporated Monroe County and the incorporated Cities.

For Fiscal Year 2023, FEMA allocated at least $220 million through the Flood Mitigation Assistance grant program to Individual Flood Mitigation Projects. Monroe County is eligible to apply for FMA funding for mitigation activities under the Individual Flood Mitigation Projects in support of creating a more resilient community and will be submitting approximately 20 residential elevation applications with a total project cost of approximately $7,000,000.

Furthermore, for FY23, FEMA will prioritize applications that will mitigate flood damage to at least 75 percent of structures included in the project that meet the definition of SRL and RL. Also, FEMA may rank applications lower where the average elevation federal cost share is greater than $250,000 for all single dwelling units. As a result, staff will be combining applications that have at least 75% of Severe Repetitive Loss or Repetitive Loss properties with the lowest cost estimates' applications that are non-SRL or non-RL properties to gain a favorable selection from FEMA.

Staff will accept applications from property owners Countywide including incorporated cities and unincorporate Monroe County. Property Owners are required to submit applications by November 15, 2023.

FDEM has established a deadline for the County to submit all applications by December 1, 2023, by 5:00 PM EST.

If these applications are approved by FEMA and selected for grant award, the State (FDEM) will enter into a grant agreement with the County for administration of the program. Monroe County will then execute agreements with the homeowners to assist them in implementing their projects. The County will request management costs to help implement these projects.

PREVIOUS RELEVANT BOCC ACTION:

On October 20, 2021, Monroe County BOCC granted approval to submit 2021 FMA grant applications for Elevation, Mitigation Reconstruction and Acquisition Projects for privately owned properties.

On October 19, 2022, Monroe County BOCC granted approval to submit 2022 FMA grant applications for Elevation, Mitigation Reconstruction and Acquisition Projects for privately owned properties.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approve staff to submit FMA grant applications for residential elevation projects for FY 2023 to FEMA via the Florida Division of Emergency Management (FDEM)

DOCUMENTATION:

FY 2023 FMA Notice Of Funding Opportunity (NOFO).pdf
FDEM FY 2023 Flood Mitigation Assistance Application Period Announcement.pdf

FINANCIAL IMPACT:
N/A

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2023 Flood Mitigation Assistance

SUMMARY OVERVIEW OF KEY INFORMATION FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MITIGATION ASSISTANCE (FMA)	
Program Overview	The Flood Mitigation Assistance (FMA) grant program makes federal funds available to states, U.S. territories, federally recognized Tribal governments,[1] and local governments to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP), and within NFIP-participating communities. It does so with a recognition of the growing flood hazards associated with climate change,[2] and of the need for flood hazard risk mitigation activities that promote climate adaptation, equity, and resilience with respect to flooding. These include both acute extreme weather events and chronic stressors which have been observed and are expected to increase in intensity and frequency in the future. From Fiscal Year (FY) 1996 to FY 2019, FMA obligated over $1.5 billion in federal cost share mitigating over 8,000 properties insured by the NFIP
Goals and Objective	The purpose of the FMA program is to reduce or eliminate the flood risk of repetitive flood damage to structures and buildings insured by the NFIP, and to enhance community flood resilience within NFIP-participating communities.
Eligible Projects	The FMA grant program funds three types of activities and projects: Capability and Capacity Building Activities, Localized Flood Risk Reduction Projects, and Individual Flood Mitigation Projects
Deadlines	Application Start Date: 10/16/2023 Applicants Who Experience System-Related Issues Deadline: 02/27/2024 at 3:00 PM ET Application Submission Deadline: 02/29/2024 at 03:00:00 PM ET
Funding Amount	Available Funding for the NOFO: $800,000,000 • Capability and Capacity Building Activities subtotal: $60,000,000 • Localized Flood Risk Reduction Projects subtotal: $520,000,000 • Individual Flood Mitigation Projects subtotal: $220,000,000
Eligible Applicants	• States • District of Columbia • U.S. territories

[1] The term "federally recognized Tribal government," as used in this funding opportunity, has the same meaning as "Indian Tribal government," as defined at 44 C.F.R. § 77.2(f).
[2] Climate change is defined as "Changes in average weather conditions that persist over multiple decades or longer. Climate change encompasses both increases and decreases in temperature, as well as shifts in precipitation, changing risk of certain types of severe weather events, and changes to other features of the climate system" (Fourth National Climate Assessment).

	• Federally recognized Tribal governments
Cost Share	Capability and Capacity Building Activities federal cost share options: • Up to 90% federal cost share funding if the average Centers for Disease Control and Prevention (CDC) Social Vulnerability Index (SVI) score is not less than 0.5001 for the benefiting area(s) substantiated by a benefiting area map, and the activity must be funded by Bipartisan Infrastructure Law (BIL). FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. Or • Up to 75% federal cost share funding if a higher federal cost share is not available. Localized Flood Fisk Reduction Projects federal cost share options: • Up to 90% federal cost share funding if the average CDC SVI score is not less than 0.5001 for the project benefiting area containing NFIP-insured properties, and the activity must be funded by the BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. Or • Up to 75% federal cost share funding if a higher cost share is not available. Individual Flood Mitigation Projects federal share options: • Up to 100% federal cost share funding for FMA defined Severe Repetitive Loss (SRL) (B)(i) or (B)(ii) properties in 42 U.S.C. § 4104c(h)(3). Or • Up to 90% federal cost share funding for FMA defined Repetitive Loss (RL) properties in 42 U.S.C. § 4121(a)(7). Or • Up to 90% federal cost share funding for each NFIP-insured property located within a census tract with a CDC SVI score is not less than 0.5001, and the activity must be funded by the BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. Or • Up to 75% federal cost share funding if a higher federal cost share is not available.

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the SAM system. Requesting a UEI using Sam.gov can be found at: https://sam.gov/content/entity-registration.

Grants.gov registration information can be found at:
https://www.grants.gov/web/grants/register.html.

Planned UEI Updates in Grant Application Forms:

On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).

Additional Information can be found on Grants.gov:

https://www.grants.gov/web/grants/forms/planned-uei-updates.html

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A. Program Description

1. **Issued By**
   U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Resilience/Hazard Mitigation Directorate/Hazard Mitigation Assistance (HMA) Division

2. **Assistance Listings Number**
   97.029

3. **Assistance Listings Title**
   Flood Mitigation Assistance

4. **Funding Opportunity Title**
   Fiscal Year 2023 Flood Mitigation Assistance

5. **Funding Opportunity Number**
   DHS-23-MT-029-000-98

6. **Authorizing Authority for Program**
   Section 1366 of The National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (codified as amended at 42 U.S.C. § 4104c); and Division J, Title V of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58), 135 Stat. 1387–1388 (2021).

7. **Appropriation Authority for Program**
   Department of Homeland Security Appropriations Act, 2023, Pub. L. No. 117-328; and Division J, Title V of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, 135 Stat. 1387–1388 (2021).

8. **Announcement Type**
   Initial

9. **Program Category**
   Mitigation: Natural Hazards

10. **Program Overview, Objectives, and Priorities**

a. ***Overview***

The Flood Mitigation Assistance (FMA) grant program makes federal funds available to states, U.S. territories, federally recognized Tribal governments,[3] and local governments to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP), and within NFIP-participating communities. It does

[3] The term "federally recognized Tribal government," as used in this funding opportunity, has the same meaning as "Indian Tribal government," as defined at 44 C.F.R. § 77.2(f).

so with a recognition of the growing flood hazards associated with climate change,[4] and of the need for flood hazard risk mitigation activities that promote climate adaptation, equity, and resilience with respect to flooding. These include both acute extreme weather events and chronic stressors which have been observed and are expected to increase in intensity and frequency in the future. From Fiscal Year (FY) 1996 to FY 2019, FMA obligated over $1.5 billion in federal cost share mitigating over 8,000 properties insured by the NFIP.

The FMA grant program aligns with the 2020-2024 DHS Strategic Plan through pursuing Goal 5: Strengthen Preparedness and Resilience. Specifically, Objective 5.1: Build a National Culture of Preparedness has several sub-objectives that the FMA program supports. FMA serves primarily to bolster Sub-Objective 5.1.1: Incentivize investments that reduce risk and increase pre-disaster mitigation, including expanding the use of insurance to manage risk through funding hazard mitigation activities and projects, particularly ones that reduce risk to NFIP-insured structures. Additionally, FMA's Capability and Capacity Building Activities also contribute to other sub-objectives. For example, planning, partnerships, and project scoping efforts help improve awareness initiatives to encourage public action to increase preparedness (Sub-Objective 5.1.2), use lessons from past disasters and exercises to inform community investment decisions and anticipate challenges that may emerge during future disasters (Sub-Objective 5.1.3), and coordinate and guide continuity of operations activities through partnerships with government and non-government stakeholders (Sub-Objective 5.1.5).

The 2022-2026 FEMA Strategic Plan outlines a bold vision and three ambitious goals designed to address key challenges the agency faces during a pivotal moment in the field of emergency management: Goal 1 - Instill equity as a foundation of emergency management, Goal 2 - Lead the whole of community in climate resilience, and Goal 3 - Promote and sustain a ready FEMA and prepared nation. Most notably, the FMA program supports Objective 1.2: Remove barriers to FEMA programs through a people first approach, Objective 1.3: Achieve equitable outcomes for those we serve, and Objective 2.2: Build a climate resilient nation. FMA also supports the National Mitigation Investment Strategy and the FIMA FY 2021-2023 Mitigation Strategy by advancing mitigation investment to reduce risks posed by natural hazards and increasing the nation's resilience to natural hazards.

Awards made under this Notice of Funding Opportunity (NOFO) will be funded, in whole or in part, with funds appropriated by the Infrastructure Investment and Jobs Act (IIJA) Pub. L. No. 117-58, 135 Stat. 1387–1388 (2021), also known as the Bipartisan Infrastructure Law (BIL). The BIL is a once-in-a-generation investment in infrastructure, which will grow a more sustainable, resilient, and equitable economy by enhancing U.S. competitiveness, driving the creation of good-paying jobs with the free and fair choice to join a union, and ensuring stronger access to economic and environmental benefits for disadvantaged communities. The BIL appropriates billions of dollars to FEMA to promote resilient infrastructure, respond to the impacts of climate change, and equip our nation with the resources to combat its most pressing threats.

[4] Climate change is defined as "Changes in average weather conditions that persist over multiple decades or longer. Climate change encompasses both increases and decreases in temperature, as well as shifts in precipitation, changing risk of certain types of severe weather events, and changes to other features of the climate system" (Fourth National Climate Assessment).

BIL authorizes FMA to provide an increased federal cost share for an NFIP property that is located within a census tract with a Centers for Disease Control and Prevention (CDC) Social Vulnerability Index (SVI) score of not less than 0.5001, and the activity is funded by BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. Refer to Section C.4, Cost Share or Match of this funding opportunity.

b. *Objectives*

The purpose of the FMA program is to reduce or eliminate the flood risk of repetitive flood damage to structures and buildings insured by the NFIP, and to enhance community flood resilience within NFIP-participating communities.

c. *Priorities*

The FMA grant program funds three types of activities and projects: Capability and Capacity Building Activities, Localized Flood Risk Reduction Projects, and Individual Flood Mitigation Projects. FMA encourages flood mitigation projects that will benefit multiple properties located in an NFIP-participating community.[5]

In addition, FMA aims to incentivize flood mitigation activities and projects that advance equity (see Executive Order 14091: Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government) and that will benefit disadvantaged communities as referenced in Executive Order (EO) 14008: Tackling the Climate Crisis at Home and Abroad. In implementing the Administration's Justice40 Initiative, established in EO 14008 and discussed in subsequent guidance, the FMA program will be identifying a disadvantaged community, also referred to as a Justice40 Community, using version 1.0 of the Climate and Economic Justice Screening Tool (CEJST). Justice40 Communities are considered disadvantaged if they are in census tracts that meet the thresholds for at least one of the tool's categories of burden, or if they are on lands within the boundaries of a federally recognized Tribal government. In addition, census tracts that are completely surrounded by disadvantaged communities are also considered disadvantaged if they meet an adjusted low-income threshold (at or above the 50th percentile). Justice40 Communities have been marginalized by society, overburdened by pollution, and/or underserved by infrastructure and other basic services. More information about the CEJST methodology, datasets, and downloadable files can be found on the CEJST website at https://screeningtool.geoplatform.gov.

11. Performance Measures

The following key performance indicators provide strategic and relevant information to decisionmakers and stakeholders about FMA's progress and success toward achieving goals and objectives, and are based on measurable data that are available or could be feasibly collected:

- Total number of NFIP-insured properties selected that are FMA and/or NFIP defined Severe Repetitive Loss (SRL), Repetitive Loss (RL), and Substantially Damaged.

[5] NFIP participating community information can be found via the Community Status Book at https://www.fema.gov/flood-insurance/work-with-nfip/community-status-book.

- Total federal cost share funding invested in or benefitting Justice40 Communities identified using version 1.0 of the Climate and Economic Justice Screening Tool (CEJST).
- Total dollar amount of flood losses avoided in projects or communities funded by FMA subapplications.

FEMA recognizes that many effective resilience solutions, such as nature-based solutions, yield critical benefits that are not monetizable. As such, FEMA notes that these key performance indicators are not determinative of whether an application to the FMA grant program is selected for funding.

FEMA will further assess the recipient's performance against the program objective during the award closeout process as outlined in Section F.3.c of this funding opportunity.

B. Federal Award Information

1. Available Funding for the NOFO: $800,000,000

a) Capability and Capacity Building Activities subtotal: **$60,000,000**
b) Localized Flood Risk Reduction Projects subtotal: **$520,000,000**
c) Individual Flood Mitigation Projects subtotal: **$220,000,000**

2. FEMA will distribute the available FY 2023 FMA funding amount and federal activity cap as follows:

a. Capability and Capacity Building Activities

a. FEMA will select up to $**60,000,000** Capability and Capacity Building Activities to develop future Localized Flood Risk Reduction Projects and/or Individual Flood Mitigation Projects that will subsequently reduce flood claims against the NFIP.
   i. Capability and Capacity Building Activities will be prioritized and selected according to the following hierarchical order: Mitigation Plans under 42 U.S.C. § 4104c(c)(3)(F); Technical Assistance by States to Communities under 42 U.S.C. § 4104c(c)(3)(J); Project Scoping; and Additional Capability and Capacity Building Activities (Partnership Development to Conduct Eligible Mitigation Activities; Enhancing Local Floodplain Management; Severe Repetitive Loss (SRL)/Repetitive Loss (RL) Strategy Development; and other eligible Capability and Capacity Building Activities under 42 U.S.C. § 4104c(c)(3)(G)).
   ii. For more information, refer to the Capability and Capacity Building Activities Fact Sheet at https://www.fema.gov/grants/mitigation/floods/fma-resources.

b. Capability and Capacity Building Activities federal activity cap per subapplication are:
   i. **$100,000** for Mitigation Plans under 42 U.S.C. 4104c(c)(3)(F) per Applicant with maximums of:

1. **$50,000** for state mitigation plan
2. **$25,000** for local mitigation plan

ii. **$50,000** for Technical Assistance by States to Communities (42 U.S.C. 4104c(c)(3)(J))

iii. **$900,000** for Project Scoping

iv. **$300,000** for Additional Capability and Capacity Building Activities (Partnership Development to Conduct Eligible Mitigation Activities, Enhancing Local Floodplain Management, SRL/RL Strategy Development, and other eligible Capability and Capacity Building Activities under 42 U.S.C. 4104c(c)(3)(G)).

b. Localized Flood Risk Reduction Projects

a. FEMA will select up to **$520,000,000** of Localized Flood Risk Reduction Projects that address community flood risk for the purpose of reducing NFIP flood claim payments.

i. For more information, refer to the Localized Flood Risk Reduction Projects Fact Sheet at https://www.fema.gov/grants/mitigation/floods/fma-resources and to the 2023 Hazard Mitigation Assistance Program and Policy Guide.

b. Localized Flood Risk Reduction Projects federal activity cap per subapplication is **$50,000,000** per project.

c. Individual Flood Mitigation Projects

a. FEMA will select at least **$220,000,000** of Individual Flood Mitigation Projects that mitigate the risk of flooding to individual NFIP insured structures.

b. Individual Flood Mitigation Projects do not have a federal activity cap.

d. Funding for Applicant Management Costs is included in each of the priority funding caps provided for Capability and Capacity Building Activities, Localized Flood Risk Reduction Projects, and Individual Flood Mitigation Project caps. Applicants are authorized to receive up to 10% of the awarded activities. For more information, see Section I, Management Costs of this funding opportunity.

e. For more information on FY 2023 FMA funding priorities and eligible activities, see Section E, Application Review Information, Review, and Selection Process of this funding opportunity.

f. For more information about uses of assistance under FMA, including how to submit various project types in FEMA Grants Outcomes (FEMA GO), refer to FMA resources at https://www.fema.gov/grants/mitigation/floods/fma-resources.

2. Projected Number of Awards: 40 awards; 725 subawards

3. Period of Performance: 36 months

The Period of Performance (POP) is 36 months, starting on the date of the recipient's federal award. Given the complexity of the Localized Flood Risk Reduction Projects, the applicant may submit a request for a longer POP in the application for FEMA to review and approve. A longer POP for a Localized Flood Risk Reduction Project must be requested, documented, reasonable, and justified. Any subsequent amendments to the federal award will not extend the POP unless explicitly stated.

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this funding opportunity.

FEMA awards under most programs, including this program, only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

4. Projected Period of Performance Start Date(s): Will vary by award

5. Projected Period of Performance End Date(s): 36 months for all projects from date of award unless otherwise approved by FEMA

6. Funding Instrument Type: Grant

C. Eligibility Information

1. Eligible Applicants

- States
- District of Columbia
- U.S. territories
- Federally recognized Tribal governments

Each state, territory, the District of Columbia, and federally recognized Tribal government shall designate one agency to serve as the applicant for FMA funding. The designee is strongly encouraged to conduct outreach with disadvantaged communities as referenced in Executive Order 14008 prior to and during the application process. Each applicant's designated agency may submit only one FMA grant application to FEMA.

Communities, including local governments, cities, townships, counties, special district governments, and Tribal governments (including federally recognized Tribes who choose to apply as subapplicants), are considered subapplicants and must submit subapplications to their state/territory/Tribal applicant agency. Certain political subdivisions (for example, regional flood control districts or county governments) may apply and act as subapplicants if they are part of a community participating in the NFIP where the political subdivision provides zoning and building code enforcement or planning and community development professional services for that community. Subapplications under which two or more entities would carry out the award are

eligible, such as a multi-state or multi-Tribal initiative; however, only one entity may be the subapplicant with primary responsibility for carrying out the award. Contact information for the State Hazard Mitigation Officers is provided on the FEMA website at https://www.fema.gov/grants/mitigation/state-contacts.

2. Applicant Eligibility Criteria

- All applicants and subapplicants must be participating in the NFIP, and not be withdrawn, on probation, or suspended. NFIP community status can be verified at https://www.fema.gov/flood-insurance/work-with-nfip/community-status-book.
- Structures eligible for Individual Flood Mitigation Projects must have an NFIP policy (including a Group Flood Insurance Policy [GFIP]) in effect prior to the opening of the application period and the policy must be maintained throughout the life of the structure. The requirement of maintaining flood insurance shall apply during the life of the property, regardless of transfer of ownership of such property. If the subapplicant does not comply with this requirement, FEMA may take one or more actions as remedies for noncompliance, as appropriate. This could include disallowing all or part of the cost of the activity or action not in compliance. For more information, see 44 C.F.R. § 77.6.
- Applicants are required to have a FEMA-approved State or Tribal Hazard Mitigation Plan in accordance with 44 C.F.R. Part 201 by the application deadline and at the time of obligation of the award. More detailed information is provided in Part 4. Eligibility and Requirements, C. Hazard Mitigation Plan Requirements, of the 2023 Hazard Mitigation Assistance Program and Policy Guide at https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance
- Subapplicants are required to have a FEMA-approved Local or Tribal Hazard Mitigation Plan in accordance with 44 C.F.R. Part 201 by the application deadline and at the time of obligation of grant funds for Capability and Capacity Building Activities, Localized Flood Risk Reduction Project, and Individual Flood Mitigation Project subapplications. Capability and Capacity Building Activities' Mitigation Plans subapplications are exempt from the hazard mitigation plan requirement for subapplicants only. Mitigation plan integration, while not required to be eligible for FMA, is encouraged. For additional information, refer to section H.14 of this funding opportunity. Local hazard mitigation plans must conform to the Local Plan Review Guide, or any subsequent local mitigation planning guide that supersedes it.
- To be considered for financial assistance, all applicants must submit their FY 2023 FMA grant applications to FEMA via FEMA GO. Refer to Section D, Application and Submission Information of this funding opportunity.

3. Other Eligibility Criteria

- All activities under FMA must be in conformance with all criteria established by FEMA that is specific to the proposed activity found in the 2023 Hazard Mitigation Assistance Program and Policy Guide. All subapplications submitted under the Capability and Capacity Building Activities priority must demonstrate that the Capability and Capacity Building Activities will reduce flood claims against the NFIP. Capability and Capacity Building Activities should result in a resource,

strategy, or tangible mitigation product that will reduce or eliminate risk and damage from future flooding and increase community resilience.

- All Capability and Capacity Building Activities Localized Flood Risk Reduction Project subapplications, and Individual Flood Mitigation Project subapplications submitted as part of an FMA grant application must be consistent with the goals and objectives identified in the current, FEMA-approved State or Tribal (Standard or Enhanced) Mitigation Plan and the local mitigation plan for the jurisdiction in which the project is located. Hazard Mitigation Plans should reflect state-wide mitigation priorities across all potential federal and non-federal mitigation funding sources. Current mitigation plans are not required for applicants and subapplicants submitting Capability and Capacity Building Activities' Mitigation Plans subapplications to develop a new mitigation plan or to update a mitigation plan.
- On April 19, 2022, FEMA updated the State and Local Mitigation Planning Policy Guides (policies). On April 19, 2023, they went into effect. This means that all state and local mitigation plans must meet the updated requirements. For instance, it is required that state plans weigh equity and the impacts of climate change. FMA funding can be used for mitigation planning grants, with a focus on integrating equity, climate impacts, and floodplain management. For more information on funding and designing the mitigation planning process to integrate floodplain management planning and maximize Community Rating System Activity 510 points, refer to Mitigation Planning and the Community Rating System: Key Topics Bulletin (fema.gov), and the Local Hazard Mitigation Plan and Community Rating System Crosswalk Starter Kit in the Local Mitigation Planning Handbook (fema.gov). For more information on requirements for approved mitigation plans, States should refer to the State Mitigation Planning Policy Guide (FP 302-094-2, April 19, 2022). Local governments should refer to the Local Mitigation Planning Policy Guide (FP-206-21-0002, April 19, 2022). Tribal governments should refer to the Tribal Mitigation Plan Review Guide (December 2017) (https://www.fema.gov/sites/default/files/2020-06/fema-tribal-mitigation-plan-review-guide_12-05-2017.pdf).
- All subapplications submitted under the Capability and Capacity Building Activities - Project Scoping and Additional Capability and Capacity Building Activities priorities, and Localized Flood Risk Reduction Project priority (see Section E, Application Review Information, of this funding opportunity) must demonstrate that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., shapefile, Keyhole Markup Language (KML/KMZ), geodatabase, list of census tracts, or other geo-enabled documents) delineating: the proposed project area or footprint boundary, and for Localized Flood Risk Reduction Projects only the benefiting area in alignment with Hydrologic and Hydraulic modelling as available except for Phased Project: Phase I.

    - The map and associated geospatial file(s) will be used to determine if a project benefits or primarily benefits Justice40 communities. Justice40 communities are defined at the census tract level, but many project benefitting areas are located across multiple census tracts, either partially or fully.

- Although these tools should not be used to determine eligibility, subapplicants may use the Resilience Analysis and Planning Tool (RAPT)—which encompasses geospatial layers including National Risk Index (NRI) and Justice40—to understand the population impacted by a proposed project, delineate the area benefitting, and translate between census tract geographies identified by Justice40.
- Subapplicants may include narrative descriptions of population benefitting to supplement the data and shapefile provided, particularly in rural areas with limited population data or for projects benefitting geographically dispersed populations.
- For Capability and Capacity Building Activities, if a proposed benefiting area map is not provided, FEMA will default to the subapplicant jurisdiction to determine NFIP benefits, and CEJST for prioritization.

- All structure elevation, mitigation reconstruction, and dry floodproofing projects; and all projects where HMA funds are used for new construction, substantial improvement, or to address substantial damage to structures[6] must meet the minimum standards of FEMA's partial implementation of the Federal Flood Risk Management Standards (FFRMS).[7]

  - If a state, local, Tribal, or territorial government, or federal agency has adopted a higher standard applicable to the specific project, FEMA will require the higher standard.[8]
  - See EO 14030, Climate-Related Financial Risk and the 2023 Hazard Mitigation Assistance Program and Policy Guide.
  - Subapplicants can direct any questions about the proposed hazard mitigation project's location in the floodplain to their local floodplain manager and/or State Hazard Mitigation Officers. Contact information for the State Hazard Mitigation Officers is provided on the FEMA website at http://www.fema.gov/state-hazard-mitigation-officers.

- When eligible subapplications include an information technology or operational technology component as part of a larger project, FEMA will allow activities that enable greater community resilience through cybersecurity as eligible costs when those activities are performed in accordance with the cybersecurity performance goals for critical infrastructure and control systems directed by the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems, found at https://www.cisa.gov/control-systems-goals-and-objectives. Subapplicants should address cybersecurity in their planning, design, and

[6] Refer to 44 CFR § 9.4 for the definitions of "new construction" and "substantial improvement;" Refer to 44 CFR § 59.1 for the definition of "substantial damage."
[7] Refer to the Hazard Mitigation Assistance Program and Policy Guide, Part 4, I. Federal Flood Risk Management Standards – Partial.
[8] Under 44 CFR § 9.11(d)(6), no action may be taken if it is inconsistent with the criteria of the National Flood Insurance Program (44 CFR part 59 et seq.) or any more restrictive Federal, State, or local floodplain management standards.

project oversight for awards that include a technology nexus that may pose a cyber risk that would affect the reliability or operability of project.

- FEMA encourages the use of environmentally friendly construction practices when completing FMA projects.
    - When subapplications include the use of concrete or asphalt products, FEMA encourages for the inclusion of low embodied carbon concrete and environmentally preferable asphalt.
    - Subrecipients should ensure that federally funded infrastructure investments reduce life cycle emissions of construction materials, specifically concrete, asphalt, and steel.
    - Subrecipients should request disclosure of Environmental Product Declarations (EPD) to evaluate and incentivize acquisition of these lower carbon materials.
    - Subrecipients are encouraged to prioritize the use of American-made, lower-carbon construction materials as referenced in the Federal Buy Clean Initiative.

- Subrecipients are encouraged to place publicly visible signage at sites where federal funding is being used for hazard mitigation projects, identifying the funding source of the project (Office of Management and Budget's February 24, 2023 Controller Alert, "CA-23-6, Enhancing Transparency Through Use of the Investing in America Emblem on Signs (UPDATED)"). The cost of such signs is an eligible project cost. Subapplicants may request up to $5,000 per project for such costs. Requests for signage costs must be identified as a line item in the subapplication cost estimate. Project costs for signage are subject to the applicable cost-sharing requirements. The contents and other details of the signage must be in accordance with FEMA's signage guidance at https://www.fema.gov/grants/policy-guidance/bipartisan-infrastructure-law.

- FEMA encourages applicants and subapplicants to leverage the Department of Labor's The Good Jobs Initiative. The Good Jobs Initiative is an initiative that provides critical information to workers, employers, and government agencies as they work to improve job quality and create access to good jobs free from discrimination and harassment for all working people.

5. Cost Share or Match

Cost share is required for most subapplications funded under this program. FEMA may contribute the federal cost share funding if available, as follows:

i. Capability and Capacity Building Activities federal cost share options:

a. Up to 90% federal cost share funding if the average Centers for Disease Control and Prevention (CDC) Social Vulnerability Index (SVI) score is not less than 0.5001 for the benefiting area(s) substantiated by a benefiting area map, and the activity must be funded by BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. **or**

b. Up to 75% federal cost share funding if a higher federal cost share is not available.

ii. Localized Flood Risk Reduction Projects federal cost share options:

a. Up to 90% federal cost share funding if the average CDC SVI score is not less than 0.5001 for the project benefiting area containing NFIP-insured properties, and the activity must be funded by the BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. **or**

b. Up to 75% federal cost share funding if a higher cost share is not available.

iii. Individual Flood Mitigation Projects federal cost share options and definitions:

a. Up to 100% federal cost share funding for FMA-defined Severe Repetitive Loss (SRL) (B)(i) or (B)(ii) properties in 42 U.S.C. § 4104c(h)(3), is a structure that:

i. Is covered under a contract for flood insurance made available under the NFIP; **and**

ii. Has incurred flood-related damage:

1. ((B)(i)) For which four or more separate claims payments (includes building and contents) have been made under flood insurance coverage with the amount of each such claim exceeding $5,000, and with the cumulative amount of such claim payments exceeding $20,000, **or**

2. ((B)(ii)) For which at least two separate claims payments (includes only building) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.

iii. To receive an increased federal cost share under these provisions, properties must meet the FMA SRL definition. Applicants and subapplicants that are requesting an increased federal cost share must submit documentation with their application or subapplication demonstrating that properties meet the definition.

b. Up to 90% federal cost share funding for FMA-defined Repetitive Loss (RL) properties in 42 U.S.C. § 4121(a)(7) is a structure covered by a contract for flood insurance made available under the NFIP that:

i. Has incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event; **and**

ii. At the time of the second incidence of flood-related damage, the contract for flood insurance contains Increased Cost of Compliance (ICC) coverage.

iii. To receive an increased federal cost share under these provisions, properties must meet the FMA RL definition. Applicants and subapplicants that are requesting an increased federal cost share must submit documentation with their application or subapplication demonstrating that properties meet this definition.

c. Up to 90% federal cost share funding for each NFIP-insured property located within a census tract with a CDC SVI score is not less than 0.5001, and the activity must be funded by the BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. **or**

d. Up to 75% federal cost share funding if a higher federal cost share is not available.

To note, the Individual Flood Mitigation Project's Repetitive Loss (RL) 90% federal cost share and the Severe Repetitive Loss (SRL) 100% federal cost share options are only eligible for those NFIP properties meeting FMA definitions under 42 U.S.C. § 4104c(h)(3) and 42 U.S.C. § 4121(a)(7). These federal cost shares are not available for NFIP defined SRL and RL properties.

Generally, the cost share for this program is 75% federal cost share and 25% non-federal cost share. This means federal funding is available for up to 75% of eligible costs. The remaining 25% of eligible costs must be derived from non-federal sources. For example, if the total cost of the activity is $400,000 and the non-federal cost share is 25%, then the non-federal contribution is $100,000: 25% of $400,000 is $100,000. The non-federal contribution would be provided by the applicant or subapplicant. Likewise, the federal cost share of that activity would be $300,000: 75% of $400,000 is $300,000. The federal contribution would be provided by FEMA. FEMA may consider the non-federal cost share based on availability of remaining federal funds, as noted in Section E, Application Review Information of this funding opportunity.

As a result of FMA funding made available under the BIL, FEMA may contribute up to 90% federal cost share for qualifying FY 2023 funding priorities and criteria. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. Applicants and Subapplicants can determine their activities and projects' CDC SVI score by calculating the three SVI themes' averages using information on CDC/ATSDR Social Vulnerability Index webpage, https://www.atsdr.cdc.gov/placeandhealth/svi/index.html. When BIL funding is exhausted, the enhanced cost share for properties with CDC SVI not less than 0.5001 as determined by FEMA, cannot be extended to the remaining funds made available in the FY 2023 FMA NOFO.

Structures with different federal cost-share requirements can be submitted in a single project subapplication. The overall project federal cost share documented in the Cost Share Section of the project subapplication should reflect the combined federal cost shares of the structures. For example, in an Individual Flood Mitigation Project subapplication, a project with $100,000 costs for one SRL structure funded at 100% federal cost share plus $100,000 costs for one RL structure funded at 90% federal cost share will have an overall project federal cost share of 95%, or $190,000, of the $200,000 total cost for both structures.

For insular areas (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands), FEMA automatically waives the non-federal cost share for the recipient when the non-federal cost share for the entire award is under $200,000. If the non-federal cost share for the entire award is $200,000 or greater, FEMA may waive all or part of the non-federal cost share at the request of the recipient. The recipient may request 100% cost-share in its application.

The non-federal cost share may consist of cash, donated or third-party in-kind services, materials, or any combination thereof. Cash and third-party in-kind matches must consist of eligible costs (i.e., same eligibility as the federal share). Applicants cannot apply other federal award funds toward the non-federal cost share unless the other federal statutory authority allows the funds to be used to meet cost-share requirements. For example, FEMA's Safeguarding Tomorrow through Ongoing Risk Management Revolving Loan Fund (STORM RLF) Program loans may be eligible for non-federal cost share funding. For more information, visit the STORM RLF webpage at https://www.fema.gov/grants/mitigation/storm-rlf. In addition, in certain situations U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) program funds, U.S. Small Business Administration Disaster Loans, United States Department of Agriculture Rural Development Single Family Direct Home Loans or Single-Family Repair Loans, the Department of Defense's Readiness and Environmental Protection Integration (REPI) program, and others may be used towards the non-federal match. Additionally, certain American Rescue Plan funds may be used as non-federal cost share as determined by the Department of Treasury.[9] Refer to the Hazard Mitigation Assistance Cost Share Guide for more information at https://www.fema.gov/sites/default/files/2020-08/fema_hma_cost-share-guide.pdf. FEMA encourages innovative use of public and private-sector partnerships to meet the non-federal cost share.

FMA funding cannot be used as matching funds for another federal grant. Additionally, third-party in-kind matches used to meet the matching requirement may not be used to meet matching requirements for any other federal grant program.

Ultimately, the recipient is responsible for ensuring that it contributes the proper cost share to its actual project costs. If actual total project costs exceed the projected total project costs stated in the federal award, the recipient will not receive any additional federal funding and will be responsible for contributing additional funds above the required cost match. If actual total project costs are less than the projected total project costs stated in the federal award, the recipient will be responsible for contributing a cost match calculated as a percentage of those actual project costs.

[9] Treasury funds are available through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. According to U.S. Department of Treasury, the SLFRF program funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. See Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule at https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf.

More detailed information is provided in Part 4. Eligibility and Requirements, Section L: Cost Share of the 2023 Hazard Mitigation Assistance Program and Policy Guide.

D. Application and Submission Information

1. Key Dates and Times

a. ***Application Start Date:*** **10/16/2023**

b. ***Application Submission Deadline:*** **02/29/2024 at 03:00:00 PM ET**

All applications **must** be received by the established deadline. Please note that FEMA deadlines listed in this funding opportunity refer to application deadlines for the applicants. Subapplicants should consult with their applicant agency to confirm subapplication deadlines to the applicant if applicable.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For technical assistance with the FEMA Grants Outcomes System (FEMA GO), please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the FEMA Grants Information Desk by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the

application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

c. ***Other Key Dates***

Event	Suggested Deadline for Completion
Initial registration in SAM.gov includes UEI issuance	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or Updating SAM registration	Four weeks before actual submission deadline
Registering in FEMA GO	Four weeks before actual submission deadline
Submitting the final application in FEMA GO	By the submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Hard copies of the NOFO can be downloaded at Grants.gov or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)

Each applicant, unless they have a valid exception under 2 CFR 25.110, must:
1) Be registered in Sam.Gov before application submission.
2) Provide a valid Unique Entity Identifier (UEI) in its application.
3) Continue to always maintain an active System for Award Management (SAM) registration with current information during the Federal Award process.

5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide an UEI number;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607;
f. Submit the complete application in FEMA GO; and
g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting fema-grants-news@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI

number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

7. How to Register to Apply

a. *General Instructions:*

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active System for Award Management (SAM) registration and Grants.gov account to apply for grants.

b. *Obtain an UEI Number:*

All entities applying for funding, including renewal funding, prior to April 4, 2022, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: SAM.gov.

c. *Obtain Employer Identification Number*

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

d. *Create a login.gov account:*

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

e. ***Register with SAM:***

All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to: https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those

registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/gdit_tss/?id=gdit_tss_landing or call toll free (866) 606-8220.

f. ***Register in FEMA GO, Add the Organization to the System, and Establish the AOR:***

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on Tuesday, February 27, 2024. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

SF-424, Application for Federal Assistance
Grants.gov Lobbying Form, Certification Regarding Lobbying
SF-424A, Budget Information (Non-Construction)
For construction under an award, submit SF-424C, Budget Information (Construction), in addition to or instead of SF-424A
SF-424B, Standard Assurances (Non-Construction)
For construction under an award, submit SF-424D, Standard Assurances (Construction), in addition to or instead of SF-424B
SF-LLL, Disclosure of Lobbying Activities
Indirect Cost Agreement or Proposal if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

b. *Program-Specific Required Forms and Information*

The following program-specific forms or information are required to be submitted in FEMA GO:

Applicants may require their subapplicants to complete and attach the grant application and/or Assurance and Certifications forms to their Capability and Capacity Building

Activities, Localized Flood Risk Reduction Project, and Individual Flood Mitigation Project subapplications in FEMA GO.

Subapplicants should contact their applicant agency for information specific to their state/territory/federally recognized Tribal government's application process. Contact information for the State Hazard Mitigation Officers is provided on the FEMA website at https://www.fema.gov/state-hazard-mitigation-officers.

All applicants must submit an FMA grant application via FEMA GO by the application deadline to be considered for funding. The required format for applications and subapplications is built into FEMA GO:

- FMA applications including Capability and Capacity Building Activities (Mitigation Plans, Technical Assistance by States to Communities, Project Scoping, Additional Capability and Capacity Building Activities (including Partnership Development to Conduct Eligible Mitigation Activities, Enhancing Local Floodplain Management, SRL/RL Strategy Development, and other eligible Capability and Capacity Building Activities), Localized Flood Risk Reduction Project, Individual Flood Mitigation Project, and Management Costs subapplications must be submitted in an **FY 2023 FMA application**.
    - Mitigation Plans must be submitted in a "**plan**" subapplication type.
    - Technical Assistance by States to Communities must be submitted in a "**technical assistance**" subapplication type.
    - Project Scoping must be submitted in a "**project scoping"** subapplication type.
    - Additional Capability and Capacity Building Activities must be submitted in a "**project scoping"** subapplication type.
    - Localized Flood Risk Reduction Project and Individual Flood Mitigation Project must be submitted in a "**project**" subapplication type.
    - Applicant Management Costs must be submitted in a "**management costs**" subapplication type.

I. Management Costs

Applicants are eligible to receive management costs consisting of a maximum of 10% of the planning and project activities awarded to the state, each fiscal year under FMA. These costs must be included in the application to FEMA.

A federally recognized Tribal government applying directly to FEMA is eligible for management costs consisting of a maximum of 10% of grants awarded for planning and project activities under the FMA program. Subapplicants may include a maximum of 5% of the total funds requested for their subapplication for management costs to support the implementation of Capability and Capacity Building Activities, Localized Flood Risk Reduction Projects, or Individual Flood Mitigation Projects. These costs must be included in the subapplication to the Applicant.

For additional information, please refer to Section D.13.c Management Costs of this funding opportunity.

11. Other Submission Requirements

a. *Benefit-Cost Analysis (BCA) for Hazard Mitigation Projects*

Applicants and subapplicants applying for hazard mitigation projects (Localized Flood Risk Reduction Projects or Individual Flood Mitigation Projects) must provide a BCA or other documentation that validates cost-effectiveness[10]. Capability and Capacity Building Activities (Mitigation Plans, Technical Assistance by States to Communities, Project Scoping, Additional Capability and Capacity Building Activities [Partnership Development to Conduct Eligible Mitigation Activities, Enhancing Local Floodplain Management, SRL/RL Strategy Development, other eligible Capability and Capacity Building Activities under 42 U.S.C. 4104c(c)(3)(G)]), and management costs subapplications do not require a BCA. Applicants and subapplicants may use one of three standard approaches. In no case will FEMA award a hazard mitigation project that is not cost-effective.

i. **Streamlined cost-effectiveness determination method:** FEMA has established streamlined cost-effectiveness determination methods for some hazard mitigation projects and project types. Using one of these methods fulfills the cost-effectiveness requirement if the project meets applicable criteria.
   - For projects with a total cost of less than $1,000,000, the subapplicant may provide a narrative that includes qualitative and quantitative data demonstrating the benefits and cost-effectiveness of the project. Total project costs include all project costs, not just the federal share. Instructions for completing a cost-effectiveness narrative may be found in FEMA BCA website. FEMA will validate the cost effectiveness and estimate a benefit cost ratio (BCR) of the proposed project during its review.
   - Pre-calculated benefits are available for some project types, including acquisitions, and elevations. Further details, including application submission requirements, may be found in the HMA Policy and Program Guide and on the FEMA BCA website.

ii. **Benefit-Cost Analysis (BCA) Assistance:** FEMA will review hazard mitigation project subapplications during the pre-award process that are competitive and otherwise eligible for selection where a small and impoverished communities as defined in 44 C.F.R. 201.2., federally recognized Tribal government, or subapplication for a hazard mitigation project within or primarily benefitting a Community Disaster Resilience Zone (defined at 42 U.S.C. § 5136(a)(1)) is unable to calculate a BCR to demonstrate cost-effectiveness. FEMA may assist such communities with developing a BCA. Projects with a total cost of less than $1,000,000 that qualify for BCA Assistance under this provision are not required to submit a cost-effectiveness narrative. FEMA has additional guidance for this approach

[10] https://www.whitehouse.gov/omb/briefing-room/2023/08/01/accounting-for-ecosystem-services-in-benefit-cost-analysis/

for selected subapplications that may qualify for this consideration. For more information visit the FEMA BCA website.

iii. **Benefit-Cost Analysis (BCA):** If a streamlined cost-effectiveness determination method does not apply, a BCA is required to validate cost-effectiveness. FEMA has established a set discount rate of 3% to be used in a BCA for hazard mitigation projects for the FY 2023 BRIC and FMA cycles. FEMA's BCA Toolkit is available on the FEMA website at https://www.fema.gov/grants/tools/benefit-cost-analysis. Version 6.0 or newer are the only versions FEMA will accept as documentation for demonstrating cost-effectiveness. FEMA encourages the use of the BCA Toolkit to calculate the project BCR; however, applicants and subapplicants may also use a non-FEMA BCA methodology if pre-approved by FEMA in writing.

- All projects not using a streamlined cost-effectiveness determination must demonstrate a BCR of 1.0 or greater to be eligible for funding.
- Even if a streamlined cost-effectiveness determination method applies, applicants and subapplicants may use a BCA to show cost-effectiveness of a project.

Structure acquisitions and elevations located in the Special Flood Hazard Area (SFHA) may use pre-calculated benefits to determine cost effectiveness. The updated values for use of pre-calculated benefits to determine cost effectiveness of elevations and acquisitions in the SFHA are: $323,000 per structure for acquisitions and $205,000 per structure for Elevations (and Mitigation Reconstruction). These pre-calculated benefits for acquisition projects are recognized as helping support BCA eligibility for larger community relocation efforts. More detailed information about pre-calculated benefits and how they can be used is available on the FEMA website at https://www.fema.gov/sites/default/files/documents/fema_acquisition-elevation-precalculated-benefits-memo_092021.pdf.

Additionally, FEMA has determined that the acquisition of a structure designated as RL or SRL[11], regardless of location within or outside of the SFHA, with total project costs less than or equal to $323,000 is considered cost-effective. As such, FEMA has expanded the use of pre-calculated benefits to include acquisition projects of RL and SRL properties outside the SFHA with a project cost less than or equal to the existing calculated threshold of $323,000. More detailed information is available on the FEMA website at https://www.fema.gov/grants/guidance-tools/benefit-cost-analysis.

For more information, visit the BCA webpage at https://www.fema.gov/benefit-cost-analysis.

b. ***Acquisition Project Requirements***

The subrecipient must provide FEMA with a signed copy of the Statement of Voluntary Participation for each property post- award. The Statement of Voluntary Participation formally documents the Notice of Voluntary Interest and information related to the purchase offer. The

[11] Refer to Section E. Application Review Information, 2. Review and Selection Process, III. Individual Flood Mitigation Projects of this funding opportunity.

Statement of Voluntary Participation is available on the FEMA website at https://www.fema.gov/sites/default/files/documents/fema_form-ff-206-fy-21-124.pdf.

Subrecipients must apply deed-restriction language to all acquired properties to ensure that the property is maintained in perpetuity as open space consistent with the conservation of natural floodplain functions, as agreed to by accepting FEMA mitigation award funding. Deed-restriction language is applied to acquired properties by recording the open space and deed restrictions. The FEMA Model Deed Restriction is available at https://www.fema.gov/sites/default/files/2020-08/fema_model-deed-restriction.pdf. Subrecipients, as well as recipients and FEMA are responsible for enforcing compliance with open space restrictions pursuant to 44 CFR Part 80 requirements.

c. *Go/No-Go Milestones*

The subapplicant, in coordination with the applicant, must identify at least one or more Go/No-Go milestones in the work schedule for a Localized Flood Risk Reduction Project that is a Phased Project. A Go/No-Go milestone is a major milestone in the project that if not completed on time may result in a cancellation of the subaward. Progress towards meeting the Go/No-Go milestones must be reported in the quarterly progress reports submitted to the recipient and FEMA. At these Go/No-Go milestones, FEMA will evaluate project performance, schedule adherence, and contribution to FEMA's program goals and objectives.

d. *National Environmental Policy Act Requirement for Hazard Mitigation Projects*

Applicants and subapplicants applying for hazard mitigation projects (Localized Flood Risk Reduction Project and/or Individual Flood Mitigation Project) must provide information needed to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321–4370h) and the related DHS and FEMA instructions and directives (i.e., DHS Directive 023-01, [12] DHS Instruction Manual 023-01-001-01,[13] FEMA Directive 108-1,[14] and FEMA Instruction 108-1-1,[15] which can be accessed at https://www.fema.gov/emergency-managers/practitioners/environmental-historic/laws/ehp-directive-instruction). The required information is included in the subapplication in FEMA GO. Environmental Planning and Historic Preservation (EHP) Job Aids and Supplements are available on the FEMA website at https://www.fema.gov/grants/guidance-tools/environmental-historic. The required information is included in the subapplication in FEMA GO.

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372

[12] DHS Directive 023-01is titled Implementation of the National Environmental Policy Act.
[13] DHS Instruction Manual 023-01-001-01is titled Implementation of the National Environmental Policy Act (NEPA).
[14] FEMA Directive 108-1 is titled Environmental Planning and Historic Preservation Responsibilities and Program Requirements.
[15] FEMA Instruction 108-1-1is titled Instruction on Implementation of the Environmental Planning and Historic Preservation Responsibilities and Program Requirements.

(See https://www.archives.gov/federal-register/codification/executive-order/12372.html).

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items, and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment and federal procurement requirements, please reference 2 C.F.R. Part 200, available at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

More detailed information is available in Part III, E.1, Eligible Activities, of the 2023 Hazard Mitigation Assistance Program and Policy Guide.

a. ***Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services***

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Additional guidance is available at Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (fema.gov).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. ***Pre-Award Costs***

Pre-award costs directly related to developing the FMA grant application or subapplication that are incurred prior to the date of the grant award are allowed subject to FEMA approval at time of award. Such costs may have been incurred prior to application submission, for example gathering data to be used for preparing environmental reviews required by NEPA or developing a BCA (see Section D, Application and Submission Information), preparing design specifications, or conducting workshops or meetings related to development and submission of subapplications. To be eligible for FMA funding, pre-award costs must be identified in the individual line item in the cost estimate of the subapplication.

Pre-award costs may be cost shared or applicants and subapplicants may identify them as their non-federal cost share (see Section C, Eligibility Information, Cost Share or Match).

Costs associated with implementation of proposed projects in the submitted grant application or subapplication that are incurred prior to the date of the grant award are not allowed. Activities initiated or completed prior to the date of the grant award are generally not eligible.

- However, per the Hazard Eligibility and Local Projects (HELP) Act, FEMA may provide assistance for certain acquisition and demolition projects when implementation started after January 3, 2023. In order to be eligible, the project must also: (1) qualify for a categorical exclusion under NEPA; (2) be compliant with applicable floodplain management and protection of wet land regulations and criteria; and (3) not require consultation under any other environmental or historic preservation law or regulation or involve any extraordinary circumstances. An entity seeking assistance under the HELP Act must comply with all other applicable HMA and federal requirements (see Pub. L. No. 117-332).

If any pre-award activities related to developing an FMA grant application or subapplication result in ground disturbance, the applicant or subapplicant must comply with all applicable federal, state, and local laws and regulations, and obtain any applicable environmental permits and clearances. The applicant or subapplicant must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, work will immediately cease, and the appropriate state authority will be notified.

Applicants and subapplicants who are not awarded awards or subawards will not receive reimbursement for the corresponding pre-award costs.

c. ***Management Costs***

In addition to funding received as described in Section B.1, Available Funding for the funding opportunity, applicants and subapplicants are eligible to receive management costs (direct and indirect administrative costs pursuant to 2 C.F.R. Part 200, Subpart E).

Subapplicants may submit up to 5% of the total budget of the subapplication for management costs. The total budget refers to the sum of non-federal and federal cost shares of the proposed subapplication. Subapplicants must use subapplicant management costs to manage their subaward activities. Subapplicant management cost activities must be added to the Scope of Work section and identified in the Cost Estimate section of subapplications in FEMA GO[16].

Applicants may submit up to 10% of the application budget (with the total budget including subapplicant management costs) for applicants to administer and manage award and subaward activities. Applicants' management costs will be calculated using the total sum of all non-federal and federal cost shares (the composite of all projects' cost share). FEMA will verify and calculate the management costs based on the applications and subapplications final selections.

Applicant requests for management costs must be submitted in a separate management costs subapplication in FEMA GO[17].

The subapplicant's management costs (up to 5%) must be added to the subapplication total budget prior to the calculation of the applicant's management costs (up to 10%). Applicant management costs will not exceed 10% of the total application budget.

If the applicant is also implementing the award as the subapplicant, the applicant is allowed to claim subapplicant (up to 5%) and applicant management costs (up to 10%). Uses of the applicant management costs must be distinct from subapplicant management costs and must adhere to the stated uses, even if being used by the same entity. The total management costs still will not exceed 15% of the total award. Management costs are governed by 44 C.F.R. Part 77. Management costs are any indirect costs, any direct administrative costs, and other administrative expenses that are reasonably incurred in administering an award or subaward. Eligible applicant or subapplicant management cost activities may include:

- Solicitation, review, and processing of subapplications and subawards
- Subapplication development and technical assistance to subapplicants regarding feasibility and effectiveness and BCA
- Geocoding hazard mitigation projects identified for further review by FEMA
- Delivery of technical assistance (e.g., plan reviews, planning workshops, training) to support the implementation of hazard mitigation activities
- Managing awards (e.g., quarterly reporting including managing Go/No-Go milestones for mitigation projects, closeout)

[16] Refer to Section D, Application and Submission Information, Content and Form of Application Submission of this funding opportunity.
[17] Refer to Section D, Application and Submission Information, Content and Form of Application Submission of this funding opportunity.

- Technical monitoring (e.g., site visits, technical meetings)
- Purchase of equipment, per diem and travel expenses, and professional development that is directly related to the implementation of HMA programs
- Staff salary costs directly related to performing the activities listed above

d. ***Indirect Facilities & Administrative (F&A) Costs***

Indirect costs of administering the FMA program are eligible as part of the 10% management costs for the recipient or the 5% management costs of the subrecipient, but in no case do they make the recipient eligible for additional management costs that exceed the regulatory caps. In addition, all costs must be in accordance with the provisions of 2 C.F.R. parts 200 and 3002.

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the Grants Management for further instructions.

Subapplicants are not required to submit negotiated indirect cost rate agreements or proposals directly to FEMA, but they may need to submit them to the applicable applicants per 2 C.F.R. § 200.332.

E. Application Review Information

1. Application Evaluation Criteria

a. ***Programmatic Criteria***

FEMA will review subapplications submitted by each applicant to ensure:

- Eligibility of the applicant and subapplicant;
- Eligibility of proposed activities and costs;
- Completeness of the subapplication;
- Cost-effectiveness, alternative cost-effectiveness, BCA assistance, and engineering feasibility of hazard mitigation projects; or expected savings to the National Flood Insurance Fund (NFIF) from expected avoided damages through acquisition or relocation activity;
- Eligibility and availability of non-federal cost share;

- Consistency with approved State Mitigation Plan and Local and/or Tribal Hazard Mitigation Plan;
- Conformance with all applicable federal, state, Tribal and local environmental and historic preservation laws and regulations;
- Proposed project will solve a problem independently, or constitute a functional portion of a long-term solution where there is assurance that the project as a whole will be completed; and
- Requested funds do not duplicate benefits available from another source for the same purpose or assistance that another federal agency or program has more primary authority to provide.

Subapplicants are exempt from the hazard mitigation plan requirement for the following Capability and Capacity Building Activities' Mitigation Plans. A hazard mitigation plan is required for all other Capability and Capacity Building Activities subapplications.

For more detailed information, see Part VI, Application Review Information, of the 2023 Hazard Mitigation Assistance Program and Policy Guide.

b. ***Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.
ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. ***Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors[18], if applicable, that is in the designated

[18] As defined in 2 C.F.R. Part 25, specifically § 25.447: Predecessor means a non-federal entity that is replaced by a successor and includes any predecessors of the predecessor.

integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

a. *Selection Order*

FEMA will select subapplications up to the available funding amount of **$800 million** in the following order:

I. CAPABILITY AND CAPACITY BUILDING ACTIVITIES – UP TO $60 MILLION

Mitigation Plans under 42 U.S.C. 4104c(c)(3)(F)

FEMA will select highest ranked eligible subapplication(s) for the development or update of a Mitigation Plan(s) of $100,000 per applicant for mitigation plan with maximums of $50,000 for state mitigation plans, and $25,000 for local mitigation plans federal cost share. Mitigation Plan subapplications will be evaluated to ensure that the end result will provide benefits to the NFIP.

Technical Assistance by States to Communities (42 U.S.C. 4104c(c)(3)(J)

FEMA will select highest ranked eligible subapplication(s) for Technical Assistance by States to Communities of $50,000 per applicant. To be eligible to receive this funding, the applicant must have received an FY 2022 FMA award of at least $1 million federal cost share. Technical Assistance by States to Communities funding is provided to maintain a viable FMA program over time.

Project Scoping

FEMA will select the highest ranked eligible subapplication(s) for Project Scoping not to exceed $900,000 federal cost share per subapplicant. Project Scoping can be used to obtain data and to prioritize, select, and develop future Localized Flood Risk Reduction Projects and/or Individual Flood Mitigation Projects based on current FEMA-approved mitigation plans. Project Scoping subapplications will be evaluated to ensure that the end result will lead to an eligible project subapplication that will provide benefits to the NFIP.

Consideration of Project Scoping early in the decision-making process can help facilitate the development of a viable project, as well as project implementation. FY 2023 Project Scoping projects are not eligible for FY 2023 Localized Flood Risk Reduction Project or Individual Flood Mitigation Project funding. There is no guarantee for future FMA project funding if Project Scoping is awarded.

All Project Scoping subapplications must submit a map and associated geospatial file(s) (e.g., shapefile, keyhole markup language (KML/KMZ), geodatabase, list of census tracts, or other geo-enabled documents) delineating the area that will benefit from the project. If a proposed benefiting area map is not provided, FEMA will default to the subapplicant jurisdiction to determine NFIP benefits, and CEJST for prioritization.

Additional Capability and Capacity Building Activities

FEMA will select the highest ranked eligible subapplication(s) for Additional Capability and Capacity Building Activities, not to exceed $300,000 federal cost share per subapplicant. Additional Capability and Capacity Building Activities, which enhance the knowledge, skills, expertise, etc., of the current workforce to expand or improve the administration of flood mitigation assistance. This includes activities in the following sub-categories: Partnership Development to Conduct Eligible Mitigation Activities, Enhancing Local Floodplain Management, SRL/RL Strategy Development, and other eligible Capability and Capacity Building Activities under 42 U.S.C. 4104c(c)(3)(G).

All Additional Capability and Capacity Building Activities subapplications must submit a map and associated geospatial file(s) (e.g., shapefile, keyhole markup language (KML/KMZ), geodatabase, list of census tracts, or other geo-enabled documents) delineating the area that will benefit from the project. If a proposed benefiting area map is not provided, FEMA will default to the subapplicant jurisdiction to determine NFIP benefits, and CEJST for prioritization.

Please note, Mitigation Plans, Technical Assistance by States to Communities, Project Scoping, and Additional Capability and Capacity Building Activities subapplications have different funding caps indicated above.

a) CAPABILITY AND CAPACITY BUILDING ACTIVITIES PRIORITIZATION

All eligible Mitigation Plans and Technical Assistance by States to Communities subapplications will be funded based on eligibility.

FEMA will then select the remaining highest ranked eligible Capability and Capacity Building Activities subapplication(s) from each applicant according to the following hierarchical order: Project Scoping, and then Additional Capability and Capacity Building Activities (Partnership Development to Conduct Eligible Mitigation Activities; Enhancing Local Floodplain Management; SRL/RL Strategy Development; and other eligible Capability and Capacity Building Activities under 42 U.S.C. 4104c(c)(3)(G).

All Project Scoping and Additional Capability and Capacity Building Activities subapplications will be scored and selected based on the priorities in the following table,

as needed. The subapplications will be selected based on cumulative score, from highest to lowest.

Final Priority Scoring Criteria for Capability and Capacity Building Activities		
Priority	**Description**	**Available Points**
Justice40 Community or Community Disaster Resilience Zones	A Justice40 community, also referred as a disadvantaged community, is identified using the version 1.0 of the Climate and Economic Justice Screening Tool (CEJST). Justice40 communities are considered disadvantaged if they are in census tracts that meet the thresholds for at least one of the tool's categories of burden, or if they are on lands within the boundaries of federally recognized Tribes. In addition, census tracts that are completely surrounded by disadvantaged communities are also considered disadvantaged if they meet an adjusted low-income threshold (at or above the 50th percentile). Justice40 communities have been marginalized by society, overburdened by pollution, and/or underserved by infrastructure and other basic services. Further, all federally recognized Tribes or Tribal entities are Justice40 communities (whether or not they have land). A Community Disaster Resilience Zone is defined in 42 U.S.C. § 5136(a)(1) and all Community Disaster Resilience Zone are located in Justice40 communities. For a complete listing of FEMA identified Community Disaster Resilience Zones, refer to https://www.fema.gov/flood-maps/products-tools/national-risk-index/community-disaster-resilience-zones Subapplications will receive 8 points if the C&CB Activities primarily benefits a Community Disaster Resilience Zone. OR Subapplications will receive 6 points if the C&CB Activities primarily benefits a Justice40 community. Full and partial points are assigned to this category.	Up to 8

Community Rating System (CRS) Participation	The CRS recognizes and encourages community floodplain-management activities that exceed the minimum National Flood Insurance Program standards. Depending on the level of participation, flood insurance premium rates for policyholders can be reduced by up to 45%. Subapplications will receive 3 points if they are a participant in CRS. No partial points are assigned to this category.	3
Cooperating Technical Assistance Partners Program (CTP) Participation	The CTP is a qualified partnership program in which communities commit to collaborate in maintaining up-to-date flood hazard maps and other flood hazard information. Subapplications will receive 3 points if they are a CTP participating community. No partial points are assigned to this category.	3
Public and Private-Sector Partnerships	FEMA encourages innovative use of public and private-sector partnerships, including incentivizing private organizations and businesses that partner with public organization to meet the non-federal cost share. Subapplication will receive 2 points if the subapplication incorporates partnerships (e.g., state, Tribal, private, local community, etc.) that will ensure the project meets community needs, including those of overburdened and underserved populations, and show the outcome of those partnerships (e.g., leveraging resources such as financial, material, and educational resources, coordinating multi-jurisdictional projects, heightened focus on equity related issues, etc). No partial points are assigned to this category.	2

In case of a tie, FEMA will use CEJST, Community Disaster Resilience Zone, or the total dollars in NFIP claims paid in the subapplicant's jurisdiction in the past 5 years as a tiebreaker for projects.

After meeting the **$60 million** available for Capability and Capacity Building Activities, or when all eligible Capability and Capacity Building Activities subapplications have been selected, FEMA will select eligible subapplications for the remaining funds in the following order.

II. Localized Flood Risk Reduction Project – up to $520 million

FEMA will then select the highest ranked eligible Localized Flood Risk Reduction Project subapplication(s) based on the FEMA scoring criteria below. In the event of a tie between two or more Localized Flood Risk Reduction Project subapplications, FEMA will use CEJST,

Community Disaster Resilience Zone, or the total dollars in NFIP claims paid in the subapplicant's jurisdiction in the past 5 years for the project benefiting area as a tiebreaker for projects. Each subapplication shall not exceed **$50 million** federal cost share.

FEMA will convene an internal review panel to ensure that projects will provide benefits to the NFIP, in accordance with 44 C.F.R. Part 77 and the 2023 Hazard Mitigation Assistance Program and Policy Guide. The Localized Flood Risk Reduction Project internal review panel will include experts from across FEMA to broaden understanding of project benefits. Panelists will consider Localized Flood Risk Reduction Project subapplications holistically to determine if the projects will provide benefits to the NFIP, including but not limited to, the context of the project scale, community scale, transformative mitigation potential, and alignment with the Administration's Justice40 Initiative.

All Localized Flood Risk Reduction Project subapplications must include the following elements:

- Demonstrate that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., shapefile, Keyhole Markup Language (KML/KMZ), geodatabase, list of census tracts, or other geo-enabled documents) delineating:
    - The proposed project location or footprint boundary,
    - Area with reduced flood risk or benefiting area (in alignment with Hydrologic and Hydraulic modeling, as available, except for Phase 1 projects), and
    - Active NFIP policies (if data is available).

Eligible activities must benefit NFIP insured properties. Examples include, but are not limited to:

- Localized flood control
- Floodwater storage and diversion
- Floodplain and stream restoration
- Stormwater management
- Wetland restoration/creation

Subapplications will be scored and selected based on the priorities in the following table, as needed. The subapplications will be selected based on cumulative score, from highest to lowest.

Final Priority Scoring Criteria for Localized Flood Risk Reduction Project		
Priority	**Description**	**Available Points**

Justice40 Community or Community Disaster Resilience Zones	A Justice40 community, also referred as a disadvantaged community, is identified using the version 1.0 of the Climate and Economic Justice Screening Tool (CEJST). Justice40 communities are considered disadvantaged if they are in census tracts that meet the thresholds for at least one of the tool's categories of burden, or if they are on lands within the boundaries of federally recognized Tribes. In addition, census tracts that are completely surrounded by disadvantaged communities are also considered disadvantaged if they meet an adjusted low-income threshold (at or above the 50th percentile). Justice40 communities have been marginalized by society, overburdened by pollution, and/or underserved by infrastructure and other basic services. Further, all federally recognized Tribes or Tribal entities are Justice40 communities (whether or not they have land). A Community Disaster Resilience Zone is defined in 42U.S.C. § 5136(a)(1) and all Community Disaster Resilience Zone are located in Justice40 communities. For a complete listing of FEMA identified Community Disaster Resilience Zones, refer to https://www.fema.gov/flood-maps/products-tools/national-risk-index/community-disaster-resilience-zones Subapplications that primarily benefits a Community Disaster Resilience Zone, will receive 300 points. OR Subapplications that primarily benefits a Justice40 community, will receive 200 points. Full and partial points are assigned to this category.	Up to 300

National Flood Insurance Program (NFIP) Policy Holder	NFIP provides insurance to help reduce the socio-economic impact of floods. Flood insurance is a separate policy that can cover buildings, the contents in a building, or both. The NFIP provides flood insurance to property owners, renters, and businesses, and having this coverage helps them recover faster when floodwaters recede. Points will be assessed for every NFIP policy that is active as of the FMA application start date (Section D, Application and Submission Information, Key Dates and Times of this funding opportunity) and is verified within the benefiting area of the project. Full and partial points are assigned to this category.	2 points per NFIP Policy, up to 200 points
FMA and NFIP defined Severe Repetitive Loss (SRL) and Repetitive Loss (RL) Properties[19]	FMA aims to implement projects that reduce flood risks posed to repetitively flooded properties insured under the NFIP, and the disruption to life caused by repeated flooding of the same properties. Points will be assessed for all FMA and NFIP defined SRL and/or RL structures verified within the benefiting area of the project. Full and partial points are assigned to this category.	5 points per RL and 10 points per SRL, up to 175 points

[19] Refer to Section E. Application Review Information, 2. Review and Selection Process, III. Individual Flood Mitigation Projects of this funding opportunity.

Consideration for Climate Change[20] and Other Future Conditions	FEMA works with state, local, Tribal, and territorial governments to build and deliver resources and capabilities that ensure the nation can withstand climate hazards of today and those we anticipate for tomorrow.[21] Applicants and subapplicants should use evidence-based, best-available climate data sets, information resources, and decision-support tools, including Federal resources, to identify current and future climate risks over the project's expected service life. Climate projections, emission scenarios, or other suitable scenario conditions should be specified based on the project's service life and applicant's risk tolerance, as appropriate and available. Applicants should document how their planned project design and operations are resilient to any identified current and future climate risks. Subapplications will receive 100 points if the project describes how it will enhance climate adaptation and resilience using the best available data, detail how the project is being responsive to the effects of climate change (such as sea level rise[22], increased rainfall, increased likelihood of flash flood due to wildfire, etc.) and/or other future conditions (population/demographic/land use, etc.), and cites data sources, assumptions, and models. No partial points are assigned to this category.	100

[20] Climate change is defined as "Changes in average weather conditions that persist over multiple decades or longer. Climate change encompasses both increases and decreases in temperature, as well as shifts in precipitation, changing risk of certain types of severe weather events, and changes to other features of the climate system." (Fourth National Climate Assessment)
[21] For more information on FEMA's Role in Addressing Climate Change, please reference FEMA and the Changing Climate.pdf
[22] Applicants and subapplicants may use any valid source that is based on recognized sea level rise estimation methods for sea level rise. Several federal government sources are available for relative sea level rise data along coastal areas. Some of these sources include, but are not limited to National Oceanic and Atmospheric Administration Center for Operational Oceanographic Products and Services' Mean Annual SLR Trend Data (https://tidesandcurrents.noaa.gov/sltrends/sltrends.html) and U.S. Army Corps of Engineers Sea-Level Change Curve Calculator (Version 2022.72) (https://cwbi-app.sec.usace.army.mil/rccslc/slcc_calc.html). Additional information, data, and resources on sea level rise are available at Sea Level Rise Technical Report: Download and FAQs (noaa.gov).

Incorporation of Nature-Based Solutions[23]	Nature-based solutions are actions to protect, sustainably manage, or restore natural or modified ecosystems to address societal challenges, simultaneously providing benefits for people and the environment. Refer to https://www.whitehouse.gov/wp-content/uploads/2022/11/Nature-Based-Solutions-Roadmap.pdf FEMA recognizes that strategies for nature-based solutions are diverse; one size does not fit all. As such, examples of nature-based solutions may include wetland restoration and protection; greenways; stormwater parks; floodplain restoration; rain gardens; green roofs; permeable pavement; coastal wetlands; and living shorelines. Subapplications will receive 100 points if the project incorporates nature-based solutions. No partial points are assigned to this category.	100
FEMA FMA Capability and Capacity Building (C&CB) Activities	FMA C&CB Activities are used to develop future Localized Flood Risk Reduction Projects and/or Individual Flood Mitigation Projects that will subsequently reduce flood claims against the NFIP. Before FY 2022 FMA NOFO, C&CB Activities were referred to as hazard mitigation plans, technical assistance, and project scoping. Subapplications will receive 50 points if the project was generated from a previous FMA award. No partial points are assigned to this category.	50

[23] For more information on nature-based solutions, please reference Building Community Resilience with Nature-Based Solutions: A Guide for Local Communities and Nature-Based Solutions | FEMA.gov

Public and Private-Sector Partnerships	FEMA encourages innovative use of public and private-sector partnerships, including incentivizing private organizations and businesses that partner with public organization to meet the non-federal cost share. Subapplication will receive 25 points if the subapplication incorporates partnerships (e.g., state, Tribal, private, local community, etc.) that will ensure the project meets community needs, including those of overburdened and underserved populations, and show the outcome of those partnerships (e.g., leveraging resources such as financial, material, and educational resources, coordinating multi-jurisdictional projects, heightened focus on equity related issues, etc.). No partial points are assigned to this category.	25
Community Rating System (CRS) Participation	The CRS recognizes and encourages community floodplain-management activities that exceed the minimum National Flood Insurance Program standards. Depending on the level of participation, flood insurance premium rates for policyholders can be reduced up to 45%. Subapplications will receive 25 points if they are a participate in CRS. No partial points are assigned to this category.	25
Cooperating Technical Assistance Partners Program (CTP) Participation	The CTP is a qualified partnership program in which communities commit to collaborate in maintaining up-to-date flood hazard maps and other flood hazard information. Subapplications will receive 25 points if they are a CTP participating community. No partial points are assigned to this category.	25

After meeting the **$520 million** available for Localized Flood Risk Reduction Projects or when all eligible Localized Flood Risk Reduction Project subapplications have been selected, FEMA will select eligible subapplications for the remaining funds in the following order.

III. Individual Flood Mitigation Project – up to $220 million

FEMA will then select Individual Flood Mitigation Project subapplication(s) based on projects meeting the below FEMA scoring criteria. FEMA will select eligible Individual Flood Mitigation Project subapplications on a competitive basis in the following prioritized order:

Individual Flood Mitigation Projects that will mitigate flood damage to at least 75 percent of structures included in the subapplication that meet **ANY** of the following FMA and/or NFIP SRL and RL definitions in order by program priority:

1. Meet the FMA definition of an SRL property in 42 U.S.C. § 4104c(h)(3)(B)(ii): At least two separate NFIP claim payments have been made with the cumulative amount of such claims exceeding the market value of the insured structure.
2. Meet the FMA definition of an SRL property in 42 U.S.C. § 4104c(h)(3)(B)(i): four or more separate NFIP claims payments have been made with the amount of each claim exceeding $5,000, and with the cumulative amount of claims payments exceeding $20,000.
3. Meet the FMA definition of a RL property definition in 42 U.S.C. § 4121(a)(7): have incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event, and at the time of the second incidence of flood-related damage, the contract for flood insurance contains increased cost of compliance coverage.
4. Meet NFIP definition of an SRL property[24]: four or more separate NFIP claim payments of more than $5,000 each (including building and contents payments); or two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.
5. Meet the NFIP definition of an RL property in Title 44 C.F.R. Part § 209.2: a structure covered by a contract for flood insurance under the National Flood Insurance Program (NFIP) that has incurred flood-related damage on two occasions during a 10-year period, each resulting in at least a $1,000 claim payment.

In the event requested funding exceeds **$220 million** funding for this priority, FEMA will prioritize subapplications based on:

- Count of properties meeting FMA and/or NFIP defined SRL and RL definitions in order by program priority (1-5) above, and
- Total dollars of all NFIP policy claims on record for all NFIP properties proposed for mitigation in the subapplication.

FEMA may rank subapplications lower where the average elevation federal cost share is greater than $250,000 for all single dwelling units or the average acquisition federal cost share is greater than $750,000 for all single dwelling units.

FEMA will further prioritize properties from subapplications if the building value of a single-family dwelling is less than $750,000, according to best available data, to ensure maximization of the number of NFIP-insured properties selected for mitigation projects in

[24] For the NFIP definition of an SRL property, refer to 42 U.S.C. § 4014(h); see FEMA, National Flood Insurance Program, Flood Insurance Manual, Appendix I, pg. 1, and Appendix L, pg. 8 (Apr. 2021); FEMA, National Flood Insurance Program, Community Rating System Coordinator's Manual, pg. 120-8 (2017).

accordance with 44 C.F.R. § 77.4(a). To determine the building value of a single-family dwelling, homeowners can refer to the Replacement Cost Value (RCV)[25] documented in the most recent claim. If no RCV is provided, then homeowners can refer to the Actual Cash Value (ACV)[26] as documented on the most recent claim. If an RCV or ACV for the structure is not available or includes errors, FEMA will evaluate properties on a case-by-case basis for removal from the subapplication.

If the structure does not have an RCV, then FEMA will consider the Actual Cash Value (ACV) of the structure, as listed on the most current claim of the property. If the structure has neither RCV nor ACV, FEMA will consider the assessed market value.

If available funding requires prioritization within one of the above priorities, FEMA will apply the Final Priority Scoring Criteria for Individual Mitigation Project below. FEMA may reconsider Single-family dwellings that are not selected.

IV. FEMA WILL SELECT REMAINING ELIGIBLE SUBAPPLICATIONS ONCE ALL ABOVE PRIORITIES ARE MET BASED ON BENEFITS TO THE NFIP.

FEMA will verify project eligibility. However, applicants should ensure that accurate NFIP policy numbers, and FMA and/or NFIP defined SRL and RL numbers are included in all subapplications. After FEMA selects all subapplications in prioritized order above, FEMA will use the Final Priority Scoring Criteria below to determine the selection order for the remaining subapplications. The subapplications will be selected based on cumulative score, from highest to lowest.

Final Priority Scoring Criteria for Individual Flood Mitigation Project		
Priority	**Description**	**Available Points**
Substantial Damage[27]	Substantial damage applies to a structure in a Special Flood Hazard Area – or floodplain – for which the total cost of repairs is 50 percent or more of the structure's market value before the disaster occurred, regardless of the cause of damage. This percentage rule can vary among jurisdictions. The decision about a structure being substantially damaged is made at the local community generally by a building-department official or floodplain manager. For communities that participate in the National Flood Insurance Program (NFIP), substantial damage determinations generally are required by local floodplain-management ordinances. These rules must be	10 points per Substantial Damage structure, no cap

[25] The cost to replace property with the same kind of material and construction without deduction for depreciation.
[26] The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
[27] Damage of any origin sustained by a building whereby the cost of restoring the building to its before-damaged condition would equal or exceed 50 percent of the market value of the building before the damage occurred. (Hazard Mitigation Assistance Program and Policy Guide, 2023)

	in place for residents of a community to purchase flood insurance. The subapplication will receive 10 points per structure that is determined Substantially Damaged by the community within five (5) years of the Application Submission Deadline and a verification letter is included in the subapplication. Full points are assigned to this category and there is no point cap/limit.	
Justice40 Community or Community Disaster Resilience Zones	A Justice40 community, also referred as a disadvantaged community, is identified using the version 1.0 of the Climate and Economic Justice Screening Tool (CEJST). Justice40 communities are considered disadvantaged if they are in census tracts that meet the thresholds for at least one of the tool's categories of burden, or if they are on lands within the boundaries of federally recognized Tribes. In addition, census tracts that are completely surrounded by disadvantaged communities are also considered disadvantaged if they meet an adjusted low-income threshold (at or above the 50th percentile). Justice40 communities have been marginalized by society, overburdened by pollution, and/or underserved by infrastructure and other basic services. Further, all federally recognized Tribes or Tribal entities are Justice40 communities (whether or not they have land). A Community Disaster Resilience Zone is defined in 42 U.S.C. § 5136(a)(1), and all Community Disaster Resilience Zone are located in Justice40 communities. For a complete listing of FEMA identified Community Disaster Resilience Zones, refer to https://www.fema.gov/flood-maps/products-tools/national-risk-index/community-disaster-resilience-zones Subapplications that primarily benefits a Community Disaster Resilience Zone will receive 50 points. OR Subapplications that primarily benefits a Justice40 community will receive 35 points. Full and partial points are assigned to this category.	Up to 50 points
FMA and NFIP defined Severe Repetitive Loss	FMA aims to implement projects that reduce flood risks posed to repetitively flooded properties insured under the National Flood Insurance Program (NFIP), and the	Up to 30

(SRL) and Repetitive Loss (RL) Properties[28]	disruption to life caused by repeated flooding of the same properties. Points will be assessed for FMA and NFIP defined SRL and/or RL structures verified within the subapplication. Full and partial points are assigned to this category. • If greater than 35% of properties in the subapplication are SRL or RL, the subapplication will receive 30 points, or • If 25% - 35% of properties in the subapplication are SRL and/or RL, the subapplication will receive 15 points.	
FEMA FMA Capability and Capacity Building (C&CB) Activities	FMA C&CB Activities are used to develop future Localized Flood Risk Reduction Projects and/or Individual Flood Mitigation Projects that will subsequently reduce flood claims against the NFIP. Before FY 2022 FMA NOFO, C&CB Activities were referred to as hazard mitigation plans, technical assistance, and project scoping. Subapplications will receive 20 points if the project was generated from a previous FMA award. No partial points are assigned to this category.	20

FEMA may select any subapplication out of priority order based on one or more of the following factors:

- Availability of funding
- Duplication of subapplications
- Program priorities and policy factors
- Other pertinent information

Subapplications that have made it through the selections process but will not be funded due to the limited availability of FMA funding, may be reviewed by other FEMA grant programs for eligibility and alternative funding. Additional information may be requested to ensure all applicable programmatic eligibility criteria are met.

b. Selection Status

After FEMA has completed its review of all subapplications across Capability and Capacity Building Activities, Localized Flood Risk Reduction Project, and Individual Flood Mitigation Project, FEMA will assign each of them one of the following three statuses:

[28] Refer to Section E. Application Review Information, 2. Review and Selection Process, III. Individual Flood Mitigation Projects of this funding opportunity.

- **Identified for Further Review (IFFR)** – This means the subapplication is selected and there is available funding under the applicable subtotals. Additional information may be requested from the applicant at this stage that may impact eligibility. Identified for Further Review (IFFR) status does not automatically imply an award will be made.
- **Not Selected** – This means the subapplication is eligible but was not selected due to a lack of available funding under the applicable subtotals.
- **Does Not Meet HMA Requirements –** This means the subapplication does not satisfy the eligibility or completeness requirements outlined in the statute, policy, or Section C.3.

c. ***Request for Reconsideration***

At its discretion, and at the request of the applicant or subapplicant (through the applicant), FEMA may reconsider a decision regarding any subapplication that is Not Selected or Does Not Meet HMA Requirements only where there is an indication of substantive technical or procedural error that may have influenced FEMA's decision. There will be no reconsideration regarding the amount of planning subapplications, applicant management costs, or Technical Assistance costs. Applicants must send requests for reconsideration based on technical or procedural error to the FEMA Regional Office within 60 days of the posting of subapplication status. Subapplicants should contact their applicant agency regarding reconsideration requests, so that the applicant may submit it to the FEMA Regional Office on their behalf. Contact information for each State Hazard Mitigation Officer is provided at State Hazard Mitigation Officers | FEMA.gov.

The FEMA Regional Office will review reconsideration requests received from applicants and submit the Regional recommendation to FEMA Headquarters. FEMA Headquarters will make a final determination to overturn or uphold the original decision and send the response to the applicant.

Prior to making an award, FEMA will evaluate recipients to determine the level of risk when there is a history of failure to comply with general or specific terms and conditions of a federal award or failure to meet the expected performance goals. If FEMA determines that a federal award will be made, special conditions that correspond to the degree of risk assessed may be applied to the award, as specified in Part 8: Award Administrative Requirements, Section C: Assessment of Risk Posed by Recipient and Subrecipient Prior to Award of the 2023 Hazard Mitigation Assistance Program and Policy Guide.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all**

conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

When FEMA obligates funds for a grant to an applicant, the applicant and subapplicant are denoted as recipient and subrecipient, respectively. The recipient and subrecipient agree to abide by the grant award term and conditions as set forth in the Articles of Agreement provided in the award package. Recipients must accept all conditions in this NOFO as well as any Special Terms and Conditions.

FEMA or DHS may initiate a formal evaluation of programs, projects, or activities supported by this grant. By accepting grant funds, recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant (such as property owners), and providing access to program operating personnel and participants, as specified by the evaluator(s), including after the POP.

2. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.fema.gov/about/offices/equal-rights/civil-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. ***Environmental Planning and Historic Preservation (EHP) Compliance***

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders (EO), regulations, and policies, as applicable.

All FEMA actions, including grant-funded actions, must comply with National Flood Insurance Program criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 CFR § 9.11(d)(6)).

All FEMA-funded non-critical actions in 1% annual chance floodplains (also known as 100-year floodplains) that involve structure elevation, mitigation reconstruction, dry floodproofing, new construction, repair of substantial damage or substantial improvement of structures must be elevated or floodproofed, at a minimum, to the lower of:

- Two feet above the 1% annual chance flood elevation (also known as the base flood elevation), in accordance with the Federal Flood Risk Management Standard (FFRMS) “Freeboard Value Approach” (FVA); or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least two feet above the 1% annual chance flood elevation.

All FEMA-funded critical actions in 1% annual chance floodplains or 0.2% annual chance floodplains (also known as 500-year floodplains) that involve structure elevation, mitigation reconstruction, dry floodproofing, new construction, repair of substantial damage or substantial improvement of structures must be elevated, at a minimum, to the higher of:

- Three feet above the 1% annual chance flood elevation; or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least three feet above the 1% annual chance flood elevation.

See Executive Order 11988, *Floodplain Management*, as amended by Executive Order 13690, *Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input*, and the 2023 Hazard Mitigation Assistance Program and Policy Guide

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, regulations, Executive Orders, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP laws, regulations and Executive Orders. Individual FEMA programs have separate procedures to conduct and document EHP review. Guidance for individual grant programs is available from applicable program offices.

Presidential EO 11988 and EO 11990: Protection of Wetlands require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an 8-step review process if a proposed action is located in a floodplain or wetland consistent with 44 C.FR. § 9.6.

The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the

federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Through this NOFO, FEMA is giving notice of projects that may be funded under the FMA program, consistent with the requirements of Section 9.8. The public is invited to participate in the process of identifying alternatives to locating a proposed project in the floodplain or wetland and analyzing the impacts of the alternatives on the floodplain or wetland. Comments may be provided by emailing ehphelpline@fema.dhs.gov within 15 days of its issuance. While analyzing alternatives, FEMA may determine there are no practicable alternatives to carrying out the proposed work within the floodplain or wetland. Relocating facilities may not be practicable and would adversely impact affected communities socially and economically.

In addition, no alternative actions may be practicable that serve the same purpose and have less potential to affect or be affected by the floodplain. The no action option would not be appropriate as it would fail to meet the purpose and need of the community. In the course of developing project proposals, subsequent public notices will be published, if necessary, as more specific information becomes available.

d. Construction Project Requirements

Acceptance of federal funding requires FEMA, the recipient, and any subrecipients to comply with all federal, state, and local laws and regulations prior to the start of any construction activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. Also:

- Any change to the approved scope of work will require re-evaluation by FEMA for compliance with the NEPA and other laws and Executive Orders.

- If ground-disturbing activities occur during construction, the recipient and any subrecipients must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, the subrecipient will immediately cease construction in that area and notify the recipient and FEMA.

    - All mitigation projects must be in in conformance with flood insurance requirements. This means that if the project is located in a SFHA: (a) the project must be in a jurisdiction participating in the NFIP; and (b) the property owner(s) must obtain and maintain flood insurance for the life of the structure, regardless of transfer of ownership, in an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the mitigated property, whichever is less.

3. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

a. *Financial Reporting Requirements*

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1.

Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES

An FFR must be submitted quarterly throughout the POP, including partial calendar quarters, as well as in periods where no grant award activity occurs. The final FFR is due within 120 calendar days after the end of the POP. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

Except for the final FFR due at 120 days after the end of the POP for purposes of closeout, the following reporting periods and due dates apply for the FFR:

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

b. *Programmatic Performance Reporting Requirements*

I. PERFORMANCE PROGRESS REPORT (PPR)

In addition to the FFR reports, recipients must report on the progress of the grant on a quarterly basis to DHS/FEMA using the Quarterly Performance Report in FEMA GO. The Quarterly Performance Reports must be submitted electronically in FEMA GO quarterly throughout the POP, including partial calendar quarters, as well as for periods where no grant award activity occurs. Reports are due within 30 days from the end of the first federal quarter following the initial grant award and thereafter until the grant ends.

c. *Closeout Reporting Requirements*

I. Closeout Reporting

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

i. The final request for payment, if applicable.
ii. The final FFR (SF-425).
iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.
iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.
v. An inventory of all construction projects that used funds from this program.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. Administrative Closeout

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance

with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. ***Additional Reporting Requirements***

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

i. Are presently excluded or disqualified;
ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10,000,000 for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at https://www.gao.gov/yellowbook/overview, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f.

4. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives.

Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies,

activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

By accepting the award, all recipients agree to participate in monitoring or an evaluation of this grant, which may include analysis of the impact and providing access to program operating personnel and participants, as specified by the evaluator(s). FEMA, through the FMA program, encourages investments to protect communities and infrastructure. As part of performance evaluation and monitoring efforts, FEMA will conduct a series of grant effectiveness and cost-effectiveness case studies jointly with FMA recipients to highlight how recipients and subrecipients have used the FMA funds to increase resilience from natural hazards in their jurisdictions.

FEMA will not provide additional federal funding in the event of a cost overrun.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. ***Program Office Contact***
General questions about the FMA program can be directed to the appropriate FEMA Regional Office or State Hazard Mitigation Officer. Contact information for FEMA Regional Offices is provided at https://www.fema.gov/about/contact. Contact information for the State

Hazard Mitigation Officers is provided at https://www.fema.gov/state-hazard-mitigation-officers.

The HMA Helpline is available by telephone 1-866-222-3580.

For questions about cost-effectiveness and FEMA's BCA software, contact the BC Helpline by telephone 1-855-540-6744 or email BCHelpline@fema.dhs.gov.

The Building Science Helpline is available for guidance on FEMA Building Science publications by email FEMA-BuildingScienceHelp@fema.dhs.gov.

For questions about NEPA or EHP requirements, the EHP Helpline is available by telephone 1-866-222-3580 or email ehhelpline@fema.dhs.gov.

Resources and job aids intended to help prepare applications and subapplications are available on FEMA's Hazard Mitigation Assistance webpage at https://www.fema.gov/grants/mitigation.

Resources intended to help applicants and subapplicants prepare hazard mitigation plans and planning grants are available on FEMA's Mitigation planning webpage at https://www.fema.gov/emergency-managers/risk-management/hazard-mitigation-planning

FEMA publications that specify the documentation and information necessary for FEMA to review project applications for feasibility and effectiveness, cost-effectiveness, and potential impacts on environmental and cultural resources are available on the FEMA website at https://www.fema.gov/grants/guidance-tools.

b. ***FEMA Grants News***

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants Information Desk can be reached by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. ***FEMA Regional Offices***

FEMA Regional Offices manage, administer, and conduct the application budget review, create the award package, approve, amend, and close out awards, as well as conduct cash analysis, financial and programmatic monitoring, and audit resolution for FMA. The Regions also provide technical assistance to FMA recipients.

FEMA Regional Office contact information is available at https://www.fema.gov/fema-regional-contacts.

d. ***Equal Rights***

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

e. ***Environmental Planning and Historic Preservation***

The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and FEMA's recipients and subrecipients. All inquiries and communications about EHP compliance for FEMA grant projects under this NOFO or the EHP review process should be sent to FEMA-OEHP- NOFOQuestions@fema.dhs.gov.

2. Systems Information

a. ***FEMA GO***

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8:00 AM – 6:00 PM ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. ***Noncompliance***

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. ***With the Consent of the Recipient***

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting the project(s) goals. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

In addition, recipients are required to participate in a DHS-led evaluation if selected, which may be carried out by a third-party on behalf of the Program Office or DHS. By accepting grant funds, recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant, and provide access to program operating personnel and participants, as specified by the evaluator(s) during the award.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Regional Office and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Regional Hazard Mitigation Assistance Specialist as needed when preparing an extension request.

All extension requests must address the following:

a. The grant program, fiscal year, and award number;
b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;

c. Current status of the activity(ies);
d. Approved POP termination date and new project completion date;
e. Amount of funds drawn down to date;
f. Remaining available funds, both federal and, if applicable, non-federal;
g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the application and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time.

Based on sufficiency of justification, the FEMA Regional Administrator can issue up to two extensions of the POP for up to 12 months each.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-

through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the PDAT Field Manual and Contract Provisions Guide. Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: https://www.fema.gov/grants/procurement.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award: OMB Revisions Fact Sheet.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from 48 C.F.R. Part 2, Subpart 2.1).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.13.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. ***Competition and Conflicts of Interest***

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.**

Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. *Supply Schedules and Purchasing Programs*

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

d. Prohibition on Use of Funds to Support or Oppose Union Organizing

A recipient or subrecipient may not use federal grant funds or funds used to meet a cost share requirement to support or oppose union organizing. Using grant or cost share funds to hire unionized workers does not constitute a violation of this prohibition on use of funds to support or oppose union organizing.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;

- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Regional Grants Management Specialist.

d. ***Procurement Documentation***

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

Additional information on required procurement records can be found on pages 24-26 of the PDAT Field Manual.

7. Financial Assistance Programs for Infrastructure

a. ***Build America, Buy America Act***

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements. A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

a. Applying the domestic content procurement preference would be inconsistent with the public interest.

b. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.

c. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.
For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride,

composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States means the following for:

- Iron and steel: All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Manufactured products: The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Construction Materials: All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

8. Record Retention

a. *Record Retention Period*

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient

does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. ***Types of Records to Retain***

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including

purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

An eligible applicant, subapplicant, recipient, or subrecipient may request an appeal of a remedy FEMA has taken for noncompliance with federal statutes, regulations, or the terms and conditions of the award that results in suspension or termination of all or part of the award. The appeal must be submitted according to the following procedures:

- For remedies FEMA has taken for noncompliance, the appeal must contain documented justification supporting the appellant's position, specify the monetary figure in dispute, and identify the provisions in federal law, regulation, or policy with which the appellant believes the initial action was inconsistent.

The applicant, subapplicant, recipient, or subrecipient will be notified in writing of the disposition of the appeal or the need for additional information. All appeal decisions are final.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. See 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA

funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements".

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase "Whole Community" often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents.
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Extraordinary Circumstances

Applicants and Subapplicants must have a FEMA-approved current mitigation plan at the time of application deadline and at the time of the award to receive FMA project subawards; hazard mitigation plans that are approvable pending adoption are not sufficient. The FEMA Regional Administrator may grant an exception to the plan requirements in extraordinary circumstances when the appropriate justification is provided. For FMA, Subapplicants are exempt from the hazard mitigation plan requirement for the mitigation plan development and mitigation plan updates in Capability and Capacity Building Activities types only.

Extraordinary circumstances exist when FEMA or the applicant determine that the proposed project is consistent with the priorities and strategies identified in the state or Tribal (standard or enhanced) mitigation plan and that the jurisdiction meets at least one of the criteria below:

- The jurisdiction meets the small and impoverished communities as defined in 44 C.F.R. 201.2.
- The jurisdiction has been determined to have had insufficient capacity because of lack of available assistance, staffing or other necessary expertise to satisfy the mitigation planning requirement prior to the current disaster or application deadline.
- The jurisdiction experienced significant disruption from a declared disaster or another event that impacts its ability to complete the mitigation planning process prior to award or final approval of a project award.

- The jurisdiction does not have a mitigation plan for reasons beyond the control of the state, federally recognized Tribal government or local community, such as Disaster Relief Fund restrictions, that delay FEMA from granting a subaward prior to the expiration of the local or Tribal mitigation plan.

The applicant must provide written justification that identifies the specific criteria from the above list and explains why the jurisdiction will be able to have a plan both approved by FEMA and adopted by the jurisdiction within 12 months. The justification must identify the specific actions or circumstances that have eliminated or will eliminate the deficiency that prevented the jurisdiction from previously having an approved plan. The justification must clearly demonstrate how the above circumstances impacted the community beyond just stating the above circumstances.

If FEMA grants an extraordinary circumstances exception, a local or Tribal mitigation plan must be approved by FEMA within 12 months of the award of the project subaward to that community. The recipient must acknowledge in writing to the Regional Administrator that the jurisdiction will complete a plan within 12 months of the subaward. The recipient must provide a Compliance Action Plan for completing the local or Tribal mitigation plan, including milestones and a timetable, to ensure the jurisdiction will complete the plan in the required time. This requirement must be incorporated into the award (both the planning and project subaward agreements if a planning subaward is also awarded). If a plan is not provided within this time frame, the project subaward will be terminated, and any costs incurred after notice of subaward termination will not be reimbursed by FEMA. FEMA must notify the recipient of the subaward termination. For more information on award termination, refer to Part 8 of the 2023 Hazard Mitigation Assistance Program and Policy Guide.

If the mitigation plan is not approved by FEMA within 12 months of the award, and if the subaward also involved a mitigation planning award, FEMA should notify the recipient of its failure to meet the additional specific award or subaward conditions and request that the issue be corrected following remedies for non-compliance procedures in Part 8 of the 2023 Hazard Mitigation Assistance Program and Policy Guide. If compliance cannot be achieved, FEMA will apply a remedy action to the planning subaward to address the non-compliance and may, as a result, withhold assistance, recoup assistance, suspend or terminate the planning subaward.

14. Phased Projects

In general, sufficient technical information is provided by the applicant or subapplicant to allow FEMA to make an eligibility determination on a subapplication. The costs to obtain this information are generally eligible as pre-award costs. However, in some cases it is beyond the subapplicant's technical and financial resources to provide the complete technical information required for a full eligibility or EHP review of a complex project. The applicant and FEMA may provide technical assistance to the subapplicant to develop this complete body of technical data by approving a subapplication to finalize Phase I analysis and design, conduct applicable engineering studies, prepare a Benefit-Cost Analysis (BCA), and provide documentation for an EHP review. The Phase I deliverables provide FEMA with a technical body of information mutually concurred on by the subrecipient, the recipient, and FEMA to

determine project eligibility, technical feasibility, and cost effectiveness. If the results of the Phase I review indicate that the project meets FMA requirements, the project would then be eligible for funding for construction under a Phase II approval. Phase I funding is part of the project's total estimated cost and is subject to FMA cost-share requirements.

The use of a phased approach should be limited to complex projects (i.e., Localized Flood Risk Reduction Project) that require technical or EHP data beyond the scope of that generally required for a typical FMA activity or project. The following provides guidelines and outlines the process for selecting projects for Phase I/Phase II project approval.

a. Pre-screening Process

The subapplicant must submit documentation showing the project meets the following criteria for a Phase I approval:

- *State or Tribal (Standard or Enhanced) Mitigation Plan:* The proposed project must be consistent with the State or Tribal (Standard or Enhanced) Mitigation Plan as well as the local or Tribal Mitigation Plan for the jurisdiction in which the activity is located.

- *Justification for Selection of the Proposed Project:* Justification must be provided for the selection of the proposed solution after consideration of at least two alternative options.

- *Potential Cost-Effectiveness:* The project demonstrates potential cost-effectiveness based on a preliminary assessment of anticipated project benefits and cost. The subapplicant must be aware that this preliminary assessment is solely for the purpose of the Phase I pre-screening process and is not the final cost-effectiveness determination. A preliminary BCA is required at the time of application. This requirement does not apply to a small and impoverished communities as defined in 44 C.F.R. 201.2., federally recognized Tribal government, or subapplication that benefits or primarily benefits a Community Disaster Resilience Zone, where the subapplicant is unable to calculate a BCR to demonstrate cost-effectiveness as stated in Section D.11.a

- *EHP Review:* The Phase I review generally is categorically excluded from further review under NEPA with some exceptions. EHP Phase I review should identify any potential EHP compliance issues and information needs required for Phase II review.
- *Relevant Technical Data:* The subapplicant provides available technical data such as existing or preliminary hydrologic and hydraulic data or preliminary geotechnical data, as appropriate.

b. Phase I Award

The applicant and FEMA may approve projects meeting the above requirements for technical assistance under a Phase I award. FEMA and the applicant will coordinate closely to ensure

mutual concurrence on all data and technical information as well as any conditions included in the Phase I Award as the Phase I technical review process proceeds. The following conditions must be met through the Phase 1 deliverables prior to progressing to Phase II:

- *Relevant Technical Data:* The applicant and FEMA will review technical data such as hydrologic and hydraulic, environmental, and geotechnical studies provided by the subapplicant, as appropriate.
- *Preliminary Engineering Design:* Based on the technical data, the subapplicant develops a preliminary engineering design and layout and cost estimates with ad hoc technical assistance from the applicant and FEMA.
- *Milestones:* As available, the subapplicant must provide clear milestones (including those that will have Go/No Go criteria for competition projects) and proposed timelines, and a list of potential final deliverables.
- *EO 11988, as amended by EO 13690:* If applicable, based on the technical data and revised engineering design, the project must demonstrate compliance with floodplain management requirements under this EO. If a Flood Insurance Rate Map (FIRM) amendment or revision will be necessary under the provisions of the National Flood Insurance Program (NFIP), the applicant and FEMA will provide the subapplicant with technical assistance to meet this requirement.
- *Refinement of the Cost-Effectiveness Assessment*: Based on the revised design and cost estimates, the applicant and FEMA will refine the preliminary assessment of cost-effectiveness conducted prior to Phase I approval. This will result in a final BCR to evaluate the project's cost-effectiveness, which will include all the project costs, including those associated with Phase I.
- EHP Review: The applicant and FEMA will conduct a review of the revised project design to ensure EHP compliance. The project will meet EHP requirements before Phase II approval.
- Note that eligible activities under a Phase I award are defined in the award package and are based on the submitted and reviewed Phase I scope of work. A complete and eligible Phase II application, including environmental consultations, demonstration of technical feasibility, and an updated benefit-cost analysis, must be submitted to and approved by FEMA prior to the initiation of any tasks not included in the approved Phase I scope of work.

c. Phase II Award Amendment - Construction Process

If the project is determined to be eligible, technically feasible, cost effective, and compliant with EHP requirements under the technical review of Phase I deliverables, the project may then be approved for construction under Phase II.

Additional federal funds may be approved in Phase II, subject to the availability of funds.

In general, a contractor who develops the HMA grant application project specifications or is contracted to provide direct assistance with the completion and submission of a grant application, is generally prohibited from competing for the related construction work *See* 2 CFR § 200.319(b) and subsection H.7.b: Procurement Integrity: Competition and Conflicts of interest of this NOFO.

15. Integrating Hazard Mitigation and Planning

In addition, SLTTs are encouraged, but not required, to pursue hazard mitigation planning and projects with co-benefits that advance shared outcomes for economic, environmental, and social resilience.

Alignment with SLTT planning mechanisms (economic development, housing, comprehensive plans, transportation plans, building codes, floodplain ordinances, etc.) by and vice versa is vital to build safer, more resilient, equitable communities. This two-way exchange of hazard mitigation principles, risk and vulnerability assessments, and mitigation strategies supports community-wide risk reduction, both before and after disasters occur. Not only will SLTT planning efforts be better integrated, but by going through this process there is a higher level of interagency coordination, which is just as important as the planning mechanisms. Additional information on Plan Integration can be found at Implement, Integrate and Maintain Mitigation Planning Activities | FEMA.gov, Guides to Expanding Mitigation | FEMA.gov, and https://planning.org/nationalcenters/hazards/.

October 13, 2023

FLOOD MITIGATION ASSISTANCE GRANT PROGRAM

2023 NOTICE OF FUNDING OPPORTUNITY

Open Application Period for the Flood Mitigation Assistance Program

*Begins **October 16, 2023***

The Federal Emergency Management Agency (FEMA) has announced the opening of the FY 2023 Application Period for the Flood Mitigation Assistance (FMA) program. FEMA's Notice of Funding Opportunity (NOFO) is attached and can be found at www.grants.gov.

The Florida Division of Emergency Management (FDEM) is accepting eligible subapplications for the FMA program from entities that submitted a Notice of Interest (NOI) form by FDEM's deadline (August 31, 2023, 5:00 p.m. EDT) for an eligible project. All subapplications must be submitted to FDEM via the FEMA GO application system on or before **December 1, 2023 by 5:00 PM EST**. Only **complete** subapplications will be accepted and reviewed.

Detailed information regarding the FMA program and application development can be found at https://www.floridadisaster.org/dem/mitigation/flood-mitigation-assistance-program/ and https://www.fema.gov/grants/mitigation/floods.

For information on training and resources on FEMA's grant application system (FEMA GO), please visit FEMA's website at https://www.fema.gov/grants/guidance-tools/fema-go or contact the FEMA GO Helpdesk at 1-877-611-4700 or via e-mail at FEMAGO@fema.dhs.gov. For access to FEMA GO, please refer to the attached FEMA GO Registration Guidance and FEMA GO User Manual for Subapplication Development.

PLEASE NOTE: ALL PROPERTY OWNERS MUST CONTACT THEIR LOCAL GOVERNMENT TO APPLY AND HAVE AN ACTIVE NFIP FLOOD INSURANCE POLICY IN EFFECT ON OR BEFORE OCTOBER 16, 2023.

Contact: If you have any questions about this program, please contact the Non-Disaster Grant Program at non-disasterprograms@em.myflorida.com.

Attachments:

FY 2023 Flood Mitigation Assistance Notice of Funding Opportunity

FEMA GO Registration Guidance

FEMA GO User Manual for Subapplication Development

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: I3
2023-1718

BULK ITEM: Yes

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:
9:00am

STAFF CONTACT: Mike Lalbachan

AGENDA ITEM WORDING:

Approval to submit Residential Mitigation Reconstruction Applications under the Flood Mitigation Assistance (FMA) program issued by U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) for fiscal year 2023 (Funding Opportunity Number: DHS-23-MT-029-000-98) with an estimated projects budget amount of $10,000,000, with private property owners providing all match required.

ITEM BACKGROUND:

The Flood Mitigation Assistance (FMA) program makes federal funds available to local communities to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP) on a yearly basis. Local governments are considered sub-applicants and must submit sub-applications to the Florida Division of Emergency Management (FDEM). FDEM has been authorized by FEMA as the only agency that is allowed to submit FMA applications for the State of Florida.

FEMA provides a $220,000 cap in federal share per structure for construction activities in a mitigation reconstruction project. Construction activities at $220,000 or less, require no match. If the project cost is greater than $220,000, the homeowner is responsible for the difference. All properties are required to be elevated at least 2' above minimum base flood elevation (BFE).

Other activities, such as engineering/design, in the project are typically funded up to a 75% federal share. However, Severe Repetitive Loss (SRL) properties may be funded up to 100% and Repetitive Loss (RL) properties up to 90% of the other activities. Homeowners provide the local match (non-federal match) for mitigation reconstruction other activities (beyond construction activities), if applicable.

Monroe County began participating in the FMA program in FY21. The BOCC agreed to operate this program in both unincorporated Monroe County and the incorporated Cities.

For Fiscal Year 2023, FEMA allocated at least $220 million through the Flood Mitigation Assistance grant program to Individual Flood Mitigation Projects. Monroe County is eligible to apply for FMA funding for mitigation activities under the Individual Flood Mitigation Projects in support of creating a more resilient community and will be submitting approximately 20 residential mitigation reconstruction applications with a total project cost of approximately $10,000,000.

Furthermore, for FY23, FEMA will prioritize applications that will mitigate flood damage to at least 75 percent of structures included in the project that meet the definition of SRL and RL. Also, FEMA may rank applications lower where the average elevation federal cost share is greater than $250,000 for all single dwelling units. As a result, staff will be combining applications that have at least 75% of Severe Repetitive Loss or Repetitive Loss properties with the lowest cost estimates' applications that are non-SRL or non-RL properties to gain a favorable selection from FEMA.

Staff will accept applications from property owners Countywide including incorporated cities and unincorporate Monroe County. Property Owners are required to submit applications by November 15, 2023.

FDEM has established a deadline for the County to submit all applications by December 1, 2023, by 5:00 PM EST.

If these applications are approved by FEMA and selected for grant award, the State (FDEM) will enter into a grant agreement with the County for administration of the program. Monroe County will then execute agreements with the homeowners to assist them in implementing their projects. The County will request management costs to help implement these projects.

PREVIOUS RELEVANT BOCC ACTION:

On October 20, 2021, Monroe County BOCC granted approval to submit 2021 FMA grant applications for Elevation, Mitigation Reconstruction and Acquisition Projects for privately owned properties.

On October 19, 2022, Monroe County BOCC granted approval to submit 2022 FMA grant applications for Elevation, Mitigation Reconstruction and Acquisition Projects for privately owned properties.

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION:

Approve staff to submit FMA grant applications for Residential Mitigation Reconstruction projects for FY 2023 to FEMA via the Florida Division of Emergency Management (FDEM)

DOCUMENTATION:

FDEM FY 2023 Flood Mitigation Assistance Application Period Announcement.pdf
FY 2023 FMA Notice Of Funding Opportunity (NOFO).pdf

FINANCIAL IMPACT:
n/a

October 13, 2023

FLOOD MITIGATION ASSISTANCE GRANT PROGRAM

2023 NOTICE OF FUNDING OPPORTUNITY

Open Application Period for the Flood Mitigation Assistance Program

*Begins **October 16, 2023***

The Federal Emergency Management Agency (FEMA) has announced the opening of the FY 2023 Application Period for the Flood Mitigation Assistance (FMA) program. FEMA's Notice of Funding Opportunity (NOFO) is attached and can be found at www.grants.gov.

The Florida Division of Emergency Management (FDEM) is accepting eligible subapplications for the FMA program from entities that submitted a Notice of Interest (NOI) form by FDEM's deadline (August 31, 2023, 5:00 p.m. EDT) for an eligible project. All subapplications must be submitted to FDEM via the FEMA GO application system on or before **December 1, 2023 by 5:00 PM EST**. Only **complete** subapplications will be accepted and reviewed.

Detailed information regarding the FMA program and application development can be found at https://www.floridadisaster.org/dem/mitigation/flood-mitigation-assistance-program/ and https://www.fema.gov/grants/mitigation/floods.

For information on training and resources on FEMA's grant application system (FEMA GO), please visit FEMA's website at https://www.fema.gov/grants/guidance-tools/fema-go or contact the FEMA GO Helpdesk at 1-877-611-4700 or via e-mail at FEMAGO@fema.dhs.gov. For access to FEMA GO, please refer to the attached FEMA GO Registration Guidance and FEMA GO User Manual for Subapplication Development.

PLEASE NOTE: ALL PROPERTY OWNERS MUST CONTACT THEIR LOCAL GOVERNMENT TO APPLY AND HAVE AN ACTIVE NFIP FLOOD INSURANCE POLICY IN EFFECT ON OR BEFORE OCTOBER 16, 2023.

Contact: If you have any questions about this program, please contact the Non-Disaster Grant Program at non-disasterprograms@em.myflorida.com.

Attachments:

FY 2023 Flood Mitigation Assistance Notice of Funding Opportunity

FEMA GO Registration Guidance

FEMA GO User Manual for Subapplication Development

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2023 Flood Mitigation Assistance

SUMMARY OVERVIEW OF KEY INFORMATION FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MITIGATION ASSISTANCE (FMA)	
Program Overview	The Flood Mitigation Assistance (FMA) grant program makes federal funds available to states, U.S. territories, federally recognized Tribal governments,[1] and local governments to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP), and within NFIP-participating communities. It does so with a recognition of the growing flood hazards associated with climate change,[2] and of the need for flood hazard risk mitigation activities that promote climate adaptation, equity, and resilience with respect to flooding. These include both acute extreme weather events and chronic stressors which have been observed and are expected to increase in intensity and frequency in the future. From Fiscal Year (FY) 1996 to FY 2019, FMA obligated over $1.5 billion in federal cost share mitigating over 8,000 properties insured by the NFIP
Goals and Objective	The purpose of the FMA program is to reduce or eliminate the flood risk of repetitive flood damage to structures and buildings insured by the NFIP, and to enhance community flood resilience within NFIP-participating communities.
Eligible Projects	The FMA grant program funds three types of activities and projects: Capability and Capacity Building Activities, Localized Flood Risk Reduction Projects, and Individual Flood Mitigation Projects
Deadlines	Application Start Date: 10/16/2023 Applicants Who Experience System-Related Issues Deadline: 02/27/2024 at 3:00 PM ET Application Submission Deadline: 02/29/2024 at 03:00:00 PM ET
Funding Amount	Available Funding for the NOFO: $800,000,000 • Capability and Capacity Building Activities subtotal: $60,000,000 • Localized Flood Risk Reduction Projects subtotal: $520,000,000 • Individual Flood Mitigation Projects subtotal: $220,000,000
Eligible Applicants	• States • District of Columbia • U.S. territories

[1] The term "federally recognized Tribal government," as used in this funding opportunity, has the same meaning as "Indian Tribal government," as defined at 44 C.F.R. § 77.2(f).
[2] Climate change is defined as "Changes in average weather conditions that persist over multiple decades or longer. Climate change encompasses both increases and decreases in temperature, as well as shifts in precipitation, changing risk of certain types of severe weather events, and changes to other features of the climate system" (Fourth National Climate Assessment).

	• Federally recognized Tribal governments
Cost Share	Capability and Capacity Building Activities federal cost share options: • Up to 90% federal cost share funding if the average Centers for Disease Control and Prevention (CDC) Social Vulnerability Index (SVI) score is not less than 0.5001 for the benefiting area(s) substantiated by a benefiting area map, and the activity must be funded by Bipartisan Infrastructure Law (BIL). FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. Or • Up to 75% federal cost share funding if a higher federal cost share is not available. Localized Flood Fisk Reduction Projects federal cost share options: • Up to 90% federal cost share funding if the average CDC SVI score is not less than 0.5001 for the project benefiting area containing NFIP-insured properties, and the activity must be funded by the BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. Or • Up to 75% federal cost share funding if a higher cost share is not available. Individual Flood Mitigation Projects federal share options: • Up to 100% federal cost share funding for FMA defined Severe Repetitive Loss (SRL) (B)(i) or (B)(ii) properties in 42 U.S.C. § 4104c(h)(3). Or • Up to 90% federal cost share funding for FMA defined Repetitive Loss (RL) properties in 42 U.S.C. § 4121(a)(7). Or • Up to 90% federal cost share funding for each NFIP-insured property located within a census tract with a CDC SVI score is not less than 0.5001, and the activity must be funded by the BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. Or • Up to 75% federal cost share funding if a higher federal cost share is not available.

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the SAM system. Requesting a UEI using Sam.gov can be found at: https://sam.gov/content/entity-registration.

Grants.gov registration information can be found at:
https://www.grants.gov/web/grants/register.html.

Planned UEI Updates in Grant Application Forms:

On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).

Additional Information can be found on Grants.gov:

https://www.grants.gov/web/grants/forms/planned-uei-updates.html

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A. Program Description

1. **Issued By**
   U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Resilience/Hazard Mitigation Directorate/Hazard Mitigation Assistance (HMA) Division

2. **Assistance Listings Number**
   97.029

3. **Assistance Listings Title**
   Flood Mitigation Assistance

4. **Funding Opportunity Title**
   Fiscal Year 2023 Flood Mitigation Assistance

5. **Funding Opportunity Number**
   DHS-23-MT-029-000-98

6. **Authorizing Authority for Program**
   Section 1366 of The National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (codified as amended at 42 U.S.C. § 4104c); and Division J, Title V of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58), 135 Stat. 1387–1388 (2021).

7. **Appropriation Authority for Program**
   Department of Homeland Security Appropriations Act, 2023, Pub. L. No. 117-328; and Division J, Title V of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, 135 Stat. 1387–1388 (2021).

8. **Announcement Type**
   Initial

9. **Program Category**
   Mitigation: Natural Hazards

10. **Program Overview, Objectives, and Priorities**

a. ***Overview***

The Flood Mitigation Assistance (FMA) grant program makes federal funds available to states, U.S. territories, federally recognized Tribal governments,[3] and local governments to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP), and within NFIP-participating communities. It does

[3] The term "federally recognized Tribal government," as used in this funding opportunity, has the same meaning as "Indian Tribal government," as defined at 44 C.F.R. § 77.2(f).

so with a recognition of the growing flood hazards associated with climate change,[4] and of the need for flood hazard risk mitigation activities that promote climate adaptation, equity, and resilience with respect to flooding. These include both acute extreme weather events and chronic stressors which have been observed and are expected to increase in intensity and frequency in the future. From Fiscal Year (FY) 1996 to FY 2019, FMA obligated over $1.5 billion in federal cost share mitigating over 8,000 properties insured by the NFIP.

The FMA grant program aligns with the 2020-2024 DHS Strategic Plan through pursuing Goal 5: Strengthen Preparedness and Resilience. Specifically, Objective 5.1: Build a National Culture of Preparedness has several sub-objectives that the FMA program supports. FMA serves primarily to bolster Sub-Objective 5.1.1: Incentivize investments that reduce risk and increase pre-disaster mitigation, including expanding the use of insurance to manage risk through funding hazard mitigation activities and projects, particularly ones that reduce risk to NFIP-insured structures. Additionally, FMA's Capability and Capacity Building Activities also contribute to other sub-objectives. For example, planning, partnerships, and project scoping efforts help improve awareness initiatives to encourage public action to increase preparedness (Sub-Objective 5.1.2), use lessons from past disasters and exercises to inform community investment decisions and anticipate challenges that may emerge during future disasters (Sub-Objective 5.1.3), and coordinate and guide continuity of operations activities through partnerships with government and non-government stakeholders (Sub-Objective 5.1.5).

The 2022-2026 FEMA Strategic Plan outlines a bold vision and three ambitious goals designed to address key challenges the agency faces during a pivotal moment in the field of emergency management: Goal 1 - Instill equity as a foundation of emergency management, Goal 2 - Lead the whole of community in climate resilience, and Goal 3 - Promote and sustain a ready FEMA and prepared nation. Most notably, the FMA program supports Objective 1.2: Remove barriers to FEMA programs through a people first approach, Objective 1.3: Achieve equitable outcomes for those we serve, and Objective 2.2: Build a climate resilient nation. FMA also supports the National Mitigation Investment Strategy and the FIMA FY 2021-2023 Mitigation Strategy by advancing mitigation investment to reduce risks posed by natural hazards and increasing the nation's resilience to natural hazards.

Awards made under this Notice of Funding Opportunity (NOFO) will be funded, in whole or in part, with funds appropriated by the Infrastructure Investment and Jobs Act (IIJA) Pub. L. No. 117-58, 135 Stat. 1387–1388 (2021), also known as the Bipartisan Infrastructure Law (BIL). The BIL is a once-in-a-generation investment in infrastructure, which will grow a more sustainable, resilient, and equitable economy by enhancing U.S. competitiveness, driving the creation of good-paying jobs with the free and fair choice to join a union, and ensuring stronger access to economic and environmental benefits for disadvantaged communities. The BIL appropriates billions of dollars to FEMA to promote resilient infrastructure, respond to the impacts of climate change, and equip our nation with the resources to combat its most pressing threats.

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[4] Climate change is defined as "Changes in average weather conditions that persist over multiple decades or longer. Climate change encompasses both increases and decreases in temperature, as well as shifts in precipitation, changing risk of certain types of severe weather events, and changes to other features of the climate system" (Fourth National Climate Assessment).

BIL authorizes FMA to provide an increased federal cost share for an NFIP property that is located within a census tract with a Centers for Disease Control and Prevention (CDC) Social Vulnerability Index (SVI) score of not less than 0.5001, and the activity is funded by BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. Refer to Section C.4, Cost Share or Match of this funding opportunity.

b. *Objectives*

The purpose of the FMA program is to reduce or eliminate the flood risk of repetitive flood damage to structures and buildings insured by the NFIP, and to enhance community flood resilience within NFIP-participating communities.

c. *Priorities*

The FMA grant program funds three types of activities and projects: Capability and Capacity Building Activities, Localized Flood Risk Reduction Projects, and Individual Flood Mitigation Projects. FMA encourages flood mitigation projects that will benefit multiple properties located in an NFIP-participating community.[5]

In addition, FMA aims to incentivize flood mitigation activities and projects that advance equity (see Executive Order 14091: Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government) and that will benefit disadvantaged communities as referenced in Executive Order (EO) 14008: Tackling the Climate Crisis at Home and Abroad. In implementing the Administration's Justice40 Initiative, established in EO 14008 and discussed in subsequent guidance, the FMA program will be identifying a disadvantaged community, also referred to as a Justice40 Community, using version 1.0 of the Climate and Economic Justice Screening Tool (CEJST). Justice40 Communities are considered disadvantaged if they are in census tracts that meet the thresholds for at least one of the tool's categories of burden, or if they are on lands within the boundaries of a federally recognized Tribal government. In addition, census tracts that are completely surrounded by disadvantaged communities are also considered disadvantaged if they meet an adjusted low-income threshold (at or above the 50th percentile). Justice40 Communities have been marginalized by society, overburdened by pollution, and/or underserved by infrastructure and other basic services. More information about the CEJST methodology, datasets, and downloadable files can be found on the CEJST website at https://screeningtool.geoplatform.gov.

11. Performance Measures

The following key performance indicators provide strategic and relevant information to decisionmakers and stakeholders about FMA's progress and success toward achieving goals and objectives, and are based on measurable data that are available or could be feasibly collected:

- Total number of NFIP-insured properties selected that are FMA and/or NFIP defined Severe Repetitive Loss (SRL), Repetitive Loss (RL), and Substantially Damaged.

[5] NFIP participating community information can be found via the Community Status Book at https://www.fema.gov/flood-insurance/work-with-nfip/community-status-book.

- Total federal cost share funding invested in or benefitting Justice40 Communities identified using version 1.0 of the Climate and Economic Justice Screening Tool (CEJST).
- Total dollar amount of flood losses avoided in projects or communities funded by FMA subapplications.

FEMA recognizes that many effective resilience solutions, such as nature-based solutions, yield critical benefits that are not monetizable. As such, FEMA notes that these key performance indicators are not determinative of whether an application to the FMA grant program is selected for funding.

FEMA will further assess the recipient's performance against the program objective during the award closeout process as outlined in Section F.3.c of this funding opportunity.

B. Federal Award Information

1. Available Funding for the NOFO: $800,000,000

a) Capability and Capacity Building Activities subtotal: **$60,000,000**
b) Localized Flood Risk Reduction Projects subtotal: **$520,000,000**
c) Individual Flood Mitigation Projects subtotal: **$220,000,000**

2. FEMA will distribute the available FY 2023 FMA funding amount and federal activity cap as follows:

a. Capability and Capacity Building Activities

a. FEMA will select up to $**60,000,000** Capability and Capacity Building Activities to develop future Localized Flood Risk Reduction Projects and/or Individual Flood Mitigation Projects that will subsequently reduce flood claims against the NFIP.
   i. Capability and Capacity Building Activities will be prioritized and selected according to the following hierarchical order: Mitigation Plans under 42 U.S.C. § 4104c(c)(3)(F); Technical Assistance by States to Communities under 42 U.S.C. § 4104c(c)(3)(J); Project Scoping; and Additional Capability and Capacity Building Activities (Partnership Development to Conduct Eligible Mitigation Activities; Enhancing Local Floodplain Management; Severe Repetitive Loss (SRL)/Repetitive Loss (RL) Strategy Development; and other eligible Capability and Capacity Building Activities under 42 U.S.C. § 4104c(c)(3)(G)).
   ii. For more information, refer to the Capability and Capacity Building Activities Fact Sheet at https://www.fema.gov/grants/mitigation/floods/fma-resources.

b. Capability and Capacity Building Activities federal activity cap per subapplication are:
   i. **$100,000** for Mitigation Plans under 42 U.S.C. 4104c(c)(3)(F) per Applicant with maximums of:

1. **$50,000** for state mitigation plan
2. **$25,000** for local mitigation plan

ii. **$50,000** for Technical Assistance by States to Communities (42 U.S.C. 4104c(c)(3)(J))

iii. **$900,000** for Project Scoping

iv. **$300,000** for Additional Capability and Capacity Building Activities (Partnership Development to Conduct Eligible Mitigation Activities, Enhancing Local Floodplain Management, SRL/RL Strategy Development, and other eligible Capability and Capacity Building Activities under 42 U.S.C. 4104c(c)(3)(G)).

b. Localized Flood Risk Reduction Projects

a. FEMA will select up to **$520,000,000** of Localized Flood Risk Reduction Projects that address community flood risk for the purpose of reducing NFIP flood claim payments.

i. For more information, refer to the Localized Flood Risk Reduction Projects Fact Sheet at https://www.fema.gov/grants/mitigation/floods/fma-resources and to the 2023 Hazard Mitigation Assistance Program and Policy Guide.

b. Localized Flood Risk Reduction Projects federal activity cap per subapplication is **$50,000,000** per project.

c. Individual Flood Mitigation Projects

a. FEMA will select at least **$220,000,000** of Individual Flood Mitigation Projects that mitigate the risk of flooding to individual NFIP insured structures.

b. Individual Flood Mitigation Projects do not have a federal activity cap.

d. Funding for Applicant Management Costs is included in each of the priority funding caps provided for Capability and Capacity Building Activities, Localized Flood Risk Reduction Projects, and Individual Flood Mitigation Project caps. Applicants are authorized to receive up to 10% of the awarded activities. For more information, see Section I, Management Costs of this funding opportunity.

e. For more information on FY 2023 FMA funding priorities and eligible activities, see Section E, Application Review Information, Review, and Selection Process of this funding opportunity.

f. For more information about uses of assistance under FMA, including how to submit various project types in FEMA Grants Outcomes (FEMA GO), refer to FMA resources at https://www.fema.gov/grants/mitigation/floods/fma-resources.

2. Projected Number of Awards: 40 awards; 725 subawards

3. Period of Performance: 36 months

The Period of Performance (POP) is 36 months, starting on the date of the recipient's federal award. Given the complexity of the Localized Flood Risk Reduction Projects, the applicant may submit a request for a longer POP in the application for FEMA to review and approve. A longer POP for a Localized Flood Risk Reduction Project must be requested, documented, reasonable, and justified. Any subsequent amendments to the federal award will not extend the POP unless explicitly stated.

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this funding opportunity.

FEMA awards under most programs, including this program, only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

4. Projected Period of Performance Start Date(s): Will vary by award

5. Projected Period of Performance End Date(s): 36 months for all projects from date of award unless otherwise approved by FEMA

6. Funding Instrument Type: Grant

C. Eligibility Information

1. Eligible Applicants

- States
- District of Columbia
- U.S. territories
- Federally recognized Tribal governments

Each state, territory, the District of Columbia, and federally recognized Tribal government shall designate one agency to serve as the applicant for FMA funding. The designee is strongly encouraged to conduct outreach with disadvantaged communities as referenced in Executive Order 14008 prior to and during the application process. Each applicant's designated agency may submit only one FMA grant application to FEMA.

Communities, including local governments, cities, townships, counties, special district governments, and Tribal governments (including federally recognized Tribes who choose to apply as subapplicants), are considered subapplicants and must submit subapplications to their state/territory/Tribal applicant agency. Certain political subdivisions (for example, regional flood control districts or county governments) may apply and act as subapplicants if they are part of a community participating in the NFIP where the political subdivision provides zoning and building code enforcement or planning and community development professional services for that community. Subapplications under which two or more entities would carry out the award are

eligible, such as a multi-state or multi-Tribal initiative; however, only one entity may be the subapplicant with primary responsibility for carrying out the award. Contact information for the State Hazard Mitigation Officers is provided on the FEMA website at https://www.fema.gov/grants/mitigation/state-contacts.

2. Applicant Eligibility Criteria

- All applicants and subapplicants must be participating in the NFIP, and not be withdrawn, on probation, or suspended. NFIP community status can be verified at https://www.fema.gov/flood-insurance/work-with-nfip/community-status-book.
- Structures eligible for Individual Flood Mitigation Projects must have an NFIP policy (including a Group Flood Insurance Policy [GFIP]) in effect prior to the opening of the application period and the policy must be maintained throughout the life of the structure. The requirement of maintaining flood insurance shall apply during the life of the property, regardless of transfer of ownership of such property. If the subapplicant does not comply with this requirement, FEMA may take one or more actions as remedies for noncompliance, as appropriate. This could include disallowing all or part of the cost of the activity or action not in compliance. For more information, see 44 C.F.R. § 77.6.
- Applicants are required to have a FEMA-approved State or Tribal Hazard Mitigation Plan in accordance with 44 C.F.R. Part 201 by the application deadline and at the time of obligation of the award. More detailed information is provided in Part 4. Eligibility and Requirements, C. Hazard Mitigation Plan Requirements, of the 2023 Hazard Mitigation Assistance Program and Policy Guide at https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance
- Subapplicants are required to have a FEMA-approved Local or Tribal Hazard Mitigation Plan in accordance with 44 C.F.R. Part 201 by the application deadline and at the time of obligation of grant funds for Capability and Capacity Building Activities, Localized Flood Risk Reduction Project, and Individual Flood Mitigation Project subapplications. Capability and Capacity Building Activities' Mitigation Plans subapplications are exempt from the hazard mitigation plan requirement for subapplicants only. Mitigation plan integration, while not required to be eligible for FMA, is encouraged. For additional information, refer to section H.14 of this funding opportunity. Local hazard mitigation plans must conform to the Local Plan Review Guide, or any subsequent local mitigation planning guide that supersedes it.
- To be considered for financial assistance, all applicants must submit their FY 2023 FMA grant applications to FEMA via FEMA GO. Refer to Section D, Application and Submission Information of this funding opportunity.

3. Other Eligibility Criteria

- All activities under FMA must be in conformance with all criteria established by FEMA that is specific to the proposed activity found in the 2023 Hazard Mitigation Assistance Program and Policy Guide. All subapplications submitted under the Capability and Capacity Building Activities priority must demonstrate that the Capability and Capacity Building Activities will reduce flood claims against the NFIP. Capability and Capacity Building Activities should result in a resource,

strategy, or tangible mitigation product that will reduce or eliminate risk and damage from future flooding and increase community resilience.

- All Capability and Capacity Building Activities Localized Flood Risk Reduction Project subapplications, and Individual Flood Mitigation Project subapplications submitted as part of an FMA grant application must be consistent with the goals and objectives identified in the current, FEMA-approved State or Tribal (Standard or Enhanced) Mitigation Plan and the local mitigation plan for the jurisdiction in which the project is located. Hazard Mitigation Plans should reflect state-wide mitigation priorities across all potential federal and non-federal mitigation funding sources. Current mitigation plans are not required for applicants and subapplicants submitting Capability and Capacity Building Activities' Mitigation Plans subapplications to develop a new mitigation plan or to update a mitigation plan.
- On April 19, 2022, FEMA updated the State and Local Mitigation Planning Policy Guides (policies). On April 19, 2023, they went into effect. This means that all state and local mitigation plans must meet the updated requirements. For instance, it is required that state plans weigh equity and the impacts of climate change. FMA funding can be used for mitigation planning grants, with a focus on integrating equity, climate impacts, and floodplain management. For more information on funding and designing the mitigation planning process to integrate floodplain management planning and maximize Community Rating System Activity 510 points, refer to Mitigation Planning and the Community Rating System: Key Topics Bulletin (fema.gov), and the Local Hazard Mitigation Plan and Community Rating System Crosswalk Starter Kit in the Local Mitigation Planning Handbook (fema.gov). For more information on requirements for approved mitigation plans, States should refer to the State Mitigation Planning Policy Guide (FP 302-094-2, April 19, 2022). Local governments should refer to the Local Mitigation Planning Policy Guide (FP-206-21-0002, April 19, 2022). Tribal governments should refer to the Tribal Mitigation Plan Review Guide (December 2017) (https://www.fema.gov/sites/default/files/2020-06/fema-tribal-mitigation-plan-review-guide_12-05-2017.pdf).
- All subapplications submitted under the Capability and Capacity Building Activities - Project Scoping and Additional Capability and Capacity Building Activities priorities, and Localized Flood Risk Reduction Project priority (see Section E, Application Review Information, of this funding opportunity) must demonstrate that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., shapefile, Keyhole Markup Language (KML/KMZ), geodatabase, list of census tracts, or other geo-enabled documents) delineating: the proposed project area or footprint boundary, and for Localized Flood Risk Reduction Projects only the benefiting area in alignment with Hydrologic and Hydraulic modelling as available except for Phased Project: Phase I.

    - The map and associated geospatial file(s) will be used to determine if a project benefits or primarily benefits Justice40 communities. Justice40 communities are defined at the census tract level, but many project benefitting areas are located across multiple census tracts, either partially or fully.

- Although these tools should not be used to determine eligibility, subapplicants may use the Resilience Analysis and Planning Tool (RAPT)—which encompasses geospatial layers including National Risk Index (NRI) and Justice40—to understand the population impacted by a proposed project, delineate the area benefitting, and translate between census tract geographies identified by Justice40.
- Subapplicants may include narrative descriptions of population benefitting to supplement the data and shapefile provided, particularly in rural areas with limited population data or for projects benefitting geographically dispersed populations.
- For Capability and Capacity Building Activities, if a proposed benefiting area map is not provided, FEMA will default to the subapplicant jurisdiction to determine NFIP benefits, and CEJST for prioritization.

- All structure elevation, mitigation reconstruction, and dry floodproofing projects; and all projects where HMA funds are used for new construction, substantial improvement, or to address substantial damage to structures[6] must meet the minimum standards of FEMA's partial implementation of the Federal Flood Risk Management Standards (FFRMS).[7]

  - If a state, local, Tribal, or territorial government, or federal agency has adopted a higher standard applicable to the specific project, FEMA will require the higher standard.[8]
  - See EO 14030, Climate-Related Financial Risk and the 2023 Hazard Mitigation Assistance Program and Policy Guide.
  - Subapplicants can direct any questions about the proposed hazard mitigation project's location in the floodplain to their local floodplain manager and/or State Hazard Mitigation Officers. Contact information for the State Hazard Mitigation Officers is provided on the FEMA website at http://www.fema.gov/state-hazard-mitigation-officers.

- When eligible subapplications include an information technology or operational technology component as part of a larger project, FEMA will allow activities that enable greater community resilience through cybersecurity as eligible costs when those activities are performed in accordance with the cybersecurity performance goals for critical infrastructure and control systems directed by the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems, found at https://www.cisa.gov/control-systems-goals-and-objectives. Subapplicants should address cybersecurity in their planning, design, and

[6] Refer to 44 CFR § 9.4 for the definitions of "new construction" and "substantial improvement;" Refer to 44 CFR § 59.1 for the definition of "substantial damage."
[7] Refer to the Hazard Mitigation Assistance Program and Policy Guide, Part 4, I. Federal Flood Risk Management Standards – Partial.
[8] Under 44 CFR § 9.11(d)(6), no action may be taken if it is inconsistent with the criteria of the National Flood Insurance Program (44 CFR part 59 et seq.) or any more restrictive Federal, State, or local floodplain management standards.

project oversight for awards that include a technology nexus that may pose a cyber risk that would affect the reliability or operability of project.

- FEMA encourages the use of environmentally friendly construction practices when completing FMA projects.
    - When subapplications include the use of concrete or asphalt products, FEMA encourages for the inclusion of low embodied carbon concrete and environmentally preferable asphalt.
    - Subrecipients should ensure that federally funded infrastructure investments reduce life cycle emissions of construction materials, specifically concrete, asphalt, and steel.
    - Subrecipients should request disclosure of Environmental Product Declarations (EPD) to evaluate and incentivize acquisition of these lower carbon materials.
    - Subrecipients are encouraged to prioritize the use of American-made, lower-carbon construction materials as referenced in the Federal Buy Clean Initiative.

- Subrecipients are encouraged to place publicly visible signage at sites where federal funding is being used for hazard mitigation projects, identifying the funding source of the project (Office of Management and Budget's February 24, 2023 Controller Alert, "CA-23-6, Enhancing Transparency Through Use of the Investing in America Emblem on Signs (UPDATED)"). The cost of such signs is an eligible project cost. Subapplicants may request up to $5,000 per project for such costs. Requests for signage costs must be identified as a line item in the subapplication cost estimate. Project costs for signage are subject to the applicable cost-sharing requirements. The contents and other details of the signage must be in accordance with FEMA's signage guidance at https://www.fema.gov/grants/policy-guidance/bipartisan-infrastructure-law.

- FEMA encourages applicants and subapplicants to leverage the Department of Labor's The Good Jobs Initiative. The Good Jobs Initiative is an initiative that provides critical information to workers, employers, and government agencies as they work to improve job quality and create access to good jobs free from discrimination and harassment for all working people.

5. Cost Share or Match

Cost share is required for most subapplications funded under this program. FEMA may contribute the federal cost share funding if available, as follows:

i. Capability and Capacity Building Activities federal cost share options:

a. Up to 90% federal cost share funding if the average Centers for Disease Control and Prevention (CDC) Social Vulnerability Index (SVI) score is not less than 0.5001 for the benefiting area(s) substantiated by a benefiting area map, and the activity must be funded by BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. **or**

b. Up to 75% federal cost share funding if a higher federal cost share is not available.

ii. Localized Flood Risk Reduction Projects federal cost share options:

a. Up to 90% federal cost share funding if the average CDC SVI score is not less than 0.5001 for the project benefiting area containing NFIP-insured properties, and the activity must be funded by the BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. **or**

b. Up to 75% federal cost share funding if a higher cost share is not available.

iii. Individual Flood Mitigation Projects federal cost share options and definitions:

a. Up to 100% federal cost share funding for FMA-defined Severe Repetitive Loss (SRL) (B)(i) or (B)(ii) properties in 42 U.S.C. § 4104c(h)(3), is a structure that:

i. Is covered under a contract for flood insurance made available under the NFIP; **and**

ii. Has incurred flood-related damage:

1. ((B)(i)) For which four or more separate claims payments (includes building and contents) have been made under flood insurance coverage with the amount of each such claim exceeding $5,000, and with the cumulative amount of such claim payments exceeding $20,000, **or**

2. ((B)(ii)) For which at least two separate claims payments (includes only building) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.

iii. To receive an increased federal cost share under these provisions, properties must meet the FMA SRL definition. Applicants and subapplicants that are requesting an increased federal cost share must submit documentation with their application or subapplication demonstrating that properties meet the definition.

b. Up to 90% federal cost share funding for FMA-defined Repetitive Loss (RL) properties in 42 U.S.C. § 4121(a)(7) is a structure covered by a contract for flood insurance made available under the NFIP that:

i. Has incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event; **and**

ii. At the time of the second incidence of flood-related damage, the contract for flood insurance contains Increased Cost of Compliance (ICC) coverage.

iii. To receive an increased federal cost share under these provisions, properties must meet the FMA RL definition. Applicants and subapplicants that are requesting an increased federal cost share must submit documentation with their application or subapplication demonstrating that properties meet this definition.

c. Up to 90% federal cost share funding for each NFIP-insured property located within a census tract with a CDC SVI score is not less than 0.5001, and the activity must be funded by the BIL. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. **or**

d. Up to 75% federal cost share funding if a higher federal cost share is not available.

To note, the Individual Flood Mitigation Project's Repetitive Loss (RL) 90% federal cost share and the Severe Repetitive Loss (SRL) 100% federal cost share options are only eligible for those NFIP properties meeting FMA definitions under 42 U.S.C. § 4104c(h)(3) and 42 U.S.C. § 4121(a)(7). These federal cost shares are not available for NFIP defined SRL and RL properties.

Generally, the cost share for this program is 75% federal cost share and 25% non-federal cost share. This means federal funding is available for up to 75% of eligible costs. The remaining 25% of eligible costs must be derived from non-federal sources. For example, if the total cost of the activity is $400,000 and the non-federal cost share is 25%, then the non-federal contribution is $100,000: 25% of $400,000 is $100,000. The non-federal contribution would be provided by the applicant or subapplicant. Likewise, the federal cost share of that activity would be $300,000: 75% of $400,000 is $300,000. The federal contribution would be provided by FEMA. FEMA may consider the non-federal cost share based on availability of remaining federal funds, as noted in Section E, Application Review Information of this funding opportunity.

As a result of FMA funding made available under the BIL, FEMA may contribute up to 90% federal cost share for qualifying FY 2023 funding priorities and criteria. FEMA will determine the CDC SVI score using the following three SVI themes: Socioeconomic Status, Household Characteristics, and Housing Type and Transportation. Applicants and Subapplicants can determine their activities and projects' CDC SVI score by calculating the three SVI themes' averages using information on CDC/ATSDR Social Vulnerability Index webpage, https://www.atsdr.cdc.gov/placeandhealth/svi/index.html. When BIL funding is exhausted, the enhanced cost share for properties with CDC SVI not less than 0.5001 as determined by FEMA, cannot be extended to the remaining funds made available in the FY 2023 FMA NOFO.

Structures with different federal cost-share requirements can be submitted in a single project subapplication. The overall project federal cost share documented in the Cost Share Section of the project subapplication should reflect the combined federal cost shares of the structures. For example, in an Individual Flood Mitigation Project subapplication, a project with $100,000 costs for one SRL structure funded at 100% federal cost share plus $100,000 costs for one RL structure funded at 90% federal cost share will have an overall project federal cost share of 95%, or $190,000, of the $200,000 total cost for both structures.

For insular areas (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands), FEMA automatically waives the non-federal cost share for the recipient when the non-federal cost share for the entire award is under $200,000. If the non-federal cost share for the entire award is $200,000 or greater, FEMA may waive all or part of the non-federal cost share at the request of the recipient. The recipient may request 100% cost-share in its application.

The non-federal cost share may consist of cash, donated or third-party in-kind services, materials, or any combination thereof. Cash and third-party in-kind matches must consist of eligible costs (i.e., same eligibility as the federal share). Applicants cannot apply other federal award funds toward the non-federal cost share unless the other federal statutory authority allows the funds to be used to meet cost-share requirements. For example, FEMA's Safeguarding Tomorrow through Ongoing Risk Management Revolving Loan Fund (STORM RLF) Program loans may be eligible for non-federal cost share funding. For more information, visit the STORM RLF webpage at https://www.fema.gov/grants/mitigation/storm-rlf. In addition, in certain situations U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) program funds, U.S. Small Business Administration Disaster Loans, United States Department of Agriculture Rural Development Single Family Direct Home Loans or Single-Family Repair Loans, the Department of Defense's Readiness and Environmental Protection Integration (REPI) program, and others may be used towards the non-federal match. Additionally, certain American Rescue Plan funds may be used as non-federal cost share as determined by the Department of Treasury.[9] Refer to the Hazard Mitigation Assistance Cost Share Guide for more information at https://www.fema.gov/sites/default/files/2020-08/fema_hma_cost-share-guide.pdf. FEMA encourages innovative use of public and private-sector partnerships to meet the non-federal cost share.

FMA funding cannot be used as matching funds for another federal grant. Additionally, third-party in-kind matches used to meet the matching requirement may not be used to meet matching requirements for any other federal grant program.

Ultimately, the recipient is responsible for ensuring that it contributes the proper cost share to its actual project costs. If actual total project costs exceed the projected total project costs stated in the federal award, the recipient will not receive any additional federal funding and will be responsible for contributing additional funds above the required cost match. If actual total project costs are less than the projected total project costs stated in the federal award, the recipient will be responsible for contributing a cost match calculated as a percentage of those actual project costs.

[9] Treasury funds are available through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. According to U.S. Department of Treasury, the SLFRF program funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. See Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule at https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf.

More detailed information is provided in Part 4. Eligibility and Requirements, Section L: Cost Share of the 2023 Hazard Mitigation Assistance Program and Policy Guide.

D. Application and Submission Information

1. Key Dates and Times

a. ***Application Start Date:*** **10/16/2023**

b. ***Application Submission Deadline:*** **02/29/2024 at 03:00:00 PM ET**

All applications **must** be received by the established deadline. Please note that FEMA deadlines listed in this funding opportunity refer to application deadlines for the applicants. Subapplicants should consult with their applicant agency to confirm subapplication deadlines to the applicant if applicable.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For technical assistance with the FEMA Grants Outcomes System (FEMA GO), please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the FEMA Grants Information Desk by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the

application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

c. ***Other Key Dates***

Event	Suggested Deadline for Completion
Initial registration in SAM.gov includes UEI issuance	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or Updating SAM registration	Four weeks before actual submission deadline
Registering in FEMA GO	Four weeks before actual submission deadline
Submitting the final application in FEMA GO	By the submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Hard copies of the NOFO can be downloaded at Grants.gov or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)

Each applicant, unless they have a valid exception under 2 CFR 25.110, must:
1) Be registered in Sam.Gov before application submission.
2) Provide a valid Unique Entity Identifier (UEI) in its application.
3) Continue to always maintain an active System for Award Management (SAM) registration with current information during the Federal Award process.

5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide an UEI number;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607;
f. Submit the complete application in FEMA GO; and
g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting fema-grants-news@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI

number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

7. How to Register to Apply

a. *General Instructions:*

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active System for Award Management (SAM) registration and Grants.gov account to apply for grants.

b. *Obtain an UEI Number:*

All entities applying for funding, including renewal funding, prior to April 4, 2022, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: SAM.gov.

c. *Obtain Employer Identification Number*

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

d. *Create a login.gov account:*

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

e. ***Register with SAM:***

All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to: https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those

registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/gdit_tss/?id=gdit_tss_landing or call toll free (866) 606-8220.

f. ***Register in FEMA GO, Add the Organization to the System, and Establish the AOR:***

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on Tuesday, February 27, 2024. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

SF-424, Application for Federal Assistance
Grants.gov Lobbying Form, Certification Regarding Lobbying
SF-424A, Budget Information (Non-Construction)
For construction under an award, submit SF-424C, Budget Information (Construction), in addition to or instead of SF-424A
SF-424B, Standard Assurances (Non-Construction)
For construction under an award, submit SF-424D, Standard Assurances (Construction), in addition to or instead of SF-424B
SF-LLL, Disclosure of Lobbying Activities
Indirect Cost Agreement or Proposal if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

b. *Program-Specific Required Forms and Information*

The following program-specific forms or information are required to be submitted in FEMA GO:

Applicants may require their subapplicants to complete and attach the grant application and/or Assurance and Certifications forms to their Capability and Capacity Building

Activities, Localized Flood Risk Reduction Project, and Individual Flood Mitigation Project subapplications in FEMA GO.

Subapplicants should contact their applicant agency for information specific to their state/territory/federally recognized Tribal government's application process. Contact information for the State Hazard Mitigation Officers is provided on the FEMA website at https://www.fema.gov/state-hazard-mitigation-officers.

All applicants must submit an FMA grant application via FEMA GO by the application deadline to be considered for funding. The required format for applications and subapplications is built into FEMA GO:

- FMA applications including Capability and Capacity Building Activities (Mitigation Plans, Technical Assistance by States to Communities, Project Scoping, Additional Capability and Capacity Building Activities (including Partnership Development to Conduct Eligible Mitigation Activities, Enhancing Local Floodplain Management, SRL/RL Strategy Development, and other eligible Capability and Capacity Building Activities), Localized Flood Risk Reduction Project, Individual Flood Mitigation Project, and Management Costs subapplications must be submitted in an **FY 2023 FMA application**.
    - Mitigation Plans must be submitted in a "**plan**" subapplication type.
    - Technical Assistance by States to Communities must be submitted in a "**technical assistance**" subapplication type.
    - Project Scoping must be submitted in a "**project scoping"** subapplication type.
    - Additional Capability and Capacity Building Activities must be submitted in a "**project scoping"** subapplication type.
    - Localized Flood Risk Reduction Project and Individual Flood Mitigation Project must be submitted in a "**project**" subapplication type.
    - Applicant Management Costs must be submitted in a "**management costs**" subapplication type.

I. Management Costs

Applicants are eligible to receive management costs consisting of a maximum of 10% of the planning and project activities awarded to the state, each fiscal year under FMA. These costs must be included in the application to FEMA.

A federally recognized Tribal government applying directly to FEMA is eligible for management costs consisting of a maximum of 10% of grants awarded for planning and project activities under the FMA program. Subapplicants may include a maximum of 5% of the total funds requested for their subapplication for management costs to support the implementation of Capability and Capacity Building Activities, Localized Flood Risk Reduction Projects, or Individual Flood Mitigation Projects. These costs must be included in the subapplication to the Applicant.

For additional information, please refer to Section D.13.c Management Costs of this funding opportunity.

11. Other Submission Requirements

a. *Benefit-Cost Analysis (BCA) for Hazard Mitigation Projects*

Applicants and subapplicants applying for hazard mitigation projects (Localized Flood Risk Reduction Projects or Individual Flood Mitigation Projects) must provide a BCA or other documentation that validates cost-effectiveness[10]. Capability and Capacity Building Activities (Mitigation Plans, Technical Assistance by States to Communities, Project Scoping, Additional Capability and Capacity Building Activities [Partnership Development to Conduct Eligible Mitigation Activities, Enhancing Local Floodplain Management, SRL/RL Strategy Development, other eligible Capability and Capacity Building Activities under 42 U.S.C. 4104c(c)(3)(G)]), and management costs subapplications do not require a BCA. Applicants and subapplicants may use one of three standard approaches. In no case will FEMA award a hazard mitigation project that is not cost-effective.

i. **Streamlined cost-effectiveness determination method:** FEMA has established streamlined cost-effectiveness determination methods for some hazard mitigation projects and project types. Using one of these methods fulfills the cost-effectiveness requirement if the project meets applicable criteria.
   - For projects with a total cost of less than $1,000,000, the subapplicant may provide a narrative that includes qualitative and quantitative data demonstrating the benefits and cost-effectiveness of the project. Total project costs include all project costs, not just the federal share. Instructions for completing a cost-effectiveness narrative may be found in FEMA BCA website. FEMA will validate the cost effectiveness and estimate a benefit cost ratio (BCR) of the proposed project during its review.
   - Pre-calculated benefits are available for some project types, including acquisitions, and elevations. Further details, including application submission requirements, may be found in the HMA Policy and Program Guide and on the FEMA BCA website.

ii. **Benefit-Cost Analysis (BCA) Assistance:** FEMA will review hazard mitigation project subapplications during the pre-award process that are competitive and otherwise eligible for selection where a small and impoverished communities as defined in 44 C.F.R. 201.2., federally recognized Tribal government, or subapplication for a hazard mitigation project within or primarily benefitting a Community Disaster Resilience Zone (defined at 42 U.S.C. § 5136(a)(1)) is unable to calculate a BCR to demonstrate cost-effectiveness. FEMA may assist such communities with developing a BCA. Projects with a total cost of less than $1,000,000 that qualify for BCA Assistance under this provision are not required to submit a cost-effectiveness narrative. FEMA has additional guidance for this approach

[10] https://www.whitehouse.gov/omb/briefing-room/2023/08/01/accounting-for-ecosystem-services-in-benefit-cost-analysis/

for selected subapplications that may qualify for this consideration. For more information visit the FEMA BCA website.

iii. **Benefit-Cost Analysis (BCA):** If a streamlined cost-effectiveness determination method does not apply, a BCA is required to validate cost-effectiveness. FEMA has established a set discount rate of 3% to be used in a BCA for hazard mitigation projects for the FY 2023 BRIC and FMA cycles. FEMA's BCA Toolkit is available on the FEMA website at https://www.fema.gov/grants/tools/benefit-cost-analysis. Version 6.0 or newer are the only versions FEMA will accept as documentation for demonstrating cost-effectiveness. FEMA encourages the use of the BCA Toolkit to calculate the project BCR; however, applicants and subapplicants may also use a non-FEMA BCA methodology if pre-approved by FEMA in writing.

- All projects not using a streamlined cost-effectiveness determination must demonstrate a BCR of 1.0 or greater to be eligible for funding.
- Even if a streamlined cost-effectiveness determination method applies, applicants and subapplicants may use a BCA to show cost-effectiveness of a project.

Structure acquisitions and elevations located in the Special Flood Hazard Area (SFHA) may use pre-calculated benefits to determine cost effectiveness. The updated values for use of pre-calculated benefits to determine cost effectiveness of elevations and acquisitions in the SFHA are: $323,000 per structure for acquisitions and $205,000 per structure for Elevations (and Mitigation Reconstruction). These pre-calculated benefits for acquisition projects are recognized as helping support BCA eligibility for larger community relocation efforts. More detailed information about pre-calculated benefits and how they can be used is available on the FEMA website at https://www.fema.gov/sites/default/files/documents/fema_acquisition-elevation-precalculated-benefits-memo_092021.pdf.

Additionally, FEMA has determined that the acquisition of a structure designated as RL or SRL[11], regardless of location within or outside of the SFHA, with total project costs less than or equal to $323,000 is considered cost-effective. As such, FEMA has expanded the use of pre-calculated benefits to include acquisition projects of RL and SRL properties outside the SFHA with a project cost less than or equal to the existing calculated threshold of $323,000. More detailed information is available on the FEMA website at https://www.fema.gov/grants/guidance-tools/benefit-cost-analysis.

For more information, visit the BCA webpage at https://www.fema.gov/benefit-cost-analysis.

b. ***Acquisition Project Requirements***

The subrecipient must provide FEMA with a signed copy of the Statement of Voluntary Participation for each property post- award. The Statement of Voluntary Participation formally documents the Notice of Voluntary Interest and information related to the purchase offer. The

[11] Refer to Section E. Application Review Information, 2. Review and Selection Process, III. Individual Flood Mitigation Projects of this funding opportunity.

Statement of Voluntary Participation is available on the FEMA website at https://www.fema.gov/sites/default/files/documents/fema_form-ff-206-fy-21-124.pdf.

Subrecipients must apply deed-restriction language to all acquired properties to ensure that the property is maintained in perpetuity as open space consistent with the conservation of natural floodplain functions, as agreed to by accepting FEMA mitigation award funding. Deed-restriction language is applied to acquired properties by recording the open space and deed restrictions. The FEMA Model Deed Restriction is available at https://www.fema.gov/sites/default/files/2020-08/fema_model-deed-restriction.pdf. Subrecipients, as well as recipients and FEMA are responsible for enforcing compliance with open space restrictions pursuant to 44 CFR Part 80 requirements.

c. *Go/No-Go Milestones*

The subapplicant, in coordination with the applicant, must identify at least one or more Go/No-Go milestones in the work schedule for a Localized Flood Risk Reduction Project that is a Phased Project. A Go/No-Go milestone is a major milestone in the project that if not completed on time may result in a cancellation of the subaward. Progress towards meeting the Go/No-Go milestones must be reported in the quarterly progress reports submitted to the recipient and FEMA. At these Go/No-Go milestones, FEMA will evaluate project performance, schedule adherence, and contribution to FEMA's program goals and objectives.

d. *National Environmental Policy Act Requirement for Hazard Mitigation Projects*

Applicants and subapplicants applying for hazard mitigation projects (Localized Flood Risk Reduction Project and/or Individual Flood Mitigation Project) must provide information needed to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321–4370h) and the related DHS and FEMA instructions and directives (i.e., DHS Directive 023-01, [12] DHS Instruction Manual 023-01-001-01,[13] FEMA Directive 108-1,[14] and FEMA Instruction 108-1-1,[15] which can be accessed at https://www.fema.gov/emergency-managers/practitioners/environmental-historic/laws/ehp-directive-instruction). The required information is included in the subapplication in FEMA GO. Environmental Planning and Historic Preservation (EHP) Job Aids and Supplements are available on the FEMA website at https://www.fema.gov/grants/guidance-tools/environmental-historic. The required information is included in the subapplication in FEMA GO.

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372

[12] DHS Directive 023-01is titled Implementation of the National Environmental Policy Act.
[13] DHS Instruction Manual 023-01-001-01is titled Implementation of the National Environmental Policy Act (NEPA).
[14] FEMA Directive 108-1 is titled Environmental Planning and Historic Preservation Responsibilities and Program Requirements.
[15] FEMA Instruction 108-1-1is titled Instruction on Implementation of the Environmental Planning and Historic Preservation Responsibilities and Program Requirements.

(See https://www.archives.gov/federal-register/codification/executive-order/12372.html).

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items, and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment and federal procurement requirements, please reference 2 C.F.R. Part 200, available at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

More detailed information is available in Part III, E.1, Eligible Activities, of the 2023 Hazard Mitigation Assistance Program and Policy Guide.

a. ***Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services***

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Additional guidance is available at Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (fema.gov).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. ***Pre-Award Costs***

Pre-award costs directly related to developing the FMA grant application or subapplication that are incurred prior to the date of the grant award are allowed subject to FEMA approval at time of award. Such costs may have been incurred prior to application submission, for example gathering data to be used for preparing environmental reviews required by NEPA or developing a BCA (see Section D, Application and Submission Information), preparing design specifications, or conducting workshops or meetings related to development and submission of subapplications. To be eligible for FMA funding, pre-award costs must be identified in the individual line item in the cost estimate of the subapplication.

Pre-award costs may be cost shared or applicants and subapplicants may identify them as their non-federal cost share (see Section C, Eligibility Information, Cost Share or Match).

Costs associated with implementation of proposed projects in the submitted grant application or subapplication that are incurred prior to the date of the grant award are not allowed. Activities initiated or completed prior to the date of the grant award are generally not eligible.

- However, per the Hazard Eligibility and Local Projects (HELP) Act, FEMA may provide assistance for certain acquisition and demolition projects when implementation started after January 3, 2023. In order to be eligible, the project must also: (1) qualify for a categorical exclusion under NEPA; (2) be compliant with applicable floodplain management and protection of wet land regulations and criteria; and (3) not require consultation under any other environmental or historic preservation law or regulation or involve any extraordinary circumstances. An entity seeking assistance under the HELP Act must comply with all other applicable HMA and federal requirements (see Pub. L. No. 117-332).

If any pre-award activities related to developing an FMA grant application or subapplication result in ground disturbance, the applicant or subapplicant must comply with all applicable federal, state, and local laws and regulations, and obtain any applicable environmental permits and clearances. The applicant or subapplicant must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, work will immediately cease, and the appropriate state authority will be notified.

Applicants and subapplicants who are not awarded awards or subawards will not receive reimbursement for the corresponding pre-award costs.

c. ***Management Costs***

In addition to funding received as described in Section B.1, Available Funding for the funding opportunity, applicants and subapplicants are eligible to receive management costs (direct and indirect administrative costs pursuant to 2 C.F.R. Part 200, Subpart E).

Subapplicants may submit up to 5% of the total budget of the subapplication for management costs. The total budget refers to the sum of non-federal and federal cost shares of the proposed subapplication. Subapplicants must use subapplicant management costs to manage their subaward activities. Subapplicant management cost activities must be added to the Scope of Work section and identified in the Cost Estimate section of subapplications in FEMA GO[16].

Applicants may submit up to 10% of the application budget (with the total budget including subapplicant management costs) for applicants to administer and manage award and subaward activities. Applicants' management costs will be calculated using the total sum of all non-federal and federal cost shares (the composite of all projects' cost share). FEMA will verify and calculate the management costs based on the applications and subapplications final selections.

Applicant requests for management costs must be submitted in a separate management costs subapplication in FEMA GO[17].

The subapplicant's management costs (up to 5%) must be added to the subapplication total budget prior to the calculation of the applicant's management costs (up to 10%). Applicant management costs will not exceed 10% of the total application budget.

If the applicant is also implementing the award as the subapplicant, the applicant is allowed to claim subapplicant (up to 5%) and applicant management costs (up to 10%). Uses of the applicant management costs must be distinct from subapplicant management costs and must adhere to the stated uses, even if being used by the same entity. The total management costs still will not exceed 15% of the total award. Management costs are governed by 44 C.F.R. Part 77. Management costs are any indirect costs, any direct administrative costs, and other administrative expenses that are reasonably incurred in administering an award or subaward. Eligible applicant or subapplicant management cost activities may include:

- Solicitation, review, and processing of subapplications and subawards
- Subapplication development and technical assistance to subapplicants regarding feasibility and effectiveness and BCA
- Geocoding hazard mitigation projects identified for further review by FEMA
- Delivery of technical assistance (e.g., plan reviews, planning workshops, training) to support the implementation of hazard mitigation activities
- Managing awards (e.g., quarterly reporting including managing Go/No-Go milestones for mitigation projects, closeout)

[16] Refer to Section D, Application and Submission Information, Content and Form of Application Submission of this funding opportunity.
[17] Refer to Section D, Application and Submission Information, Content and Form of Application Submission of this funding opportunity.

- Technical monitoring (e.g., site visits, technical meetings)
- Purchase of equipment, per diem and travel expenses, and professional development that is directly related to the implementation of HMA programs
- Staff salary costs directly related to performing the activities listed above

d. ***Indirect Facilities & Administrative (F&A) Costs***

Indirect costs of administering the FMA program are eligible as part of the 10% management costs for the recipient or the 5% management costs of the subrecipient, but in no case do they make the recipient eligible for additional management costs that exceed the regulatory caps. In addition, all costs must be in accordance with the provisions of 2 C.F.R. parts 200 and 3002.

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the Grants Management for further instructions.

Subapplicants are not required to submit negotiated indirect cost rate agreements or proposals directly to FEMA, but they may need to submit them to the applicable applicants per 2 C.F.R. § 200.332.

E. Application Review Information

1. Application Evaluation Criteria

a. ***Programmatic Criteria***

FEMA will review subapplications submitted by each applicant to ensure:

- Eligibility of the applicant and subapplicant;
- Eligibility of proposed activities and costs;
- Completeness of the subapplication;
- Cost-effectiveness, alternative cost-effectiveness, BCA assistance, and engineering feasibility of hazard mitigation projects; or expected savings to the National Flood Insurance Fund (NFIF) from expected avoided damages through acquisition or relocation activity;
- Eligibility and availability of non-federal cost share;

- Consistency with approved State Mitigation Plan and Local and/or Tribal Hazard Mitigation Plan;
- Conformance with all applicable federal, state, Tribal and local environmental and historic preservation laws and regulations;
- Proposed project will solve a problem independently, or constitute a functional portion of a long-term solution where there is assurance that the project as a whole will be completed; and
- Requested funds do not duplicate benefits available from another source for the same purpose or assistance that another federal agency or program has more primary authority to provide.

Subapplicants are exempt from the hazard mitigation plan requirement for the following Capability and Capacity Building Activities' Mitigation Plans. A hazard mitigation plan is required for all other Capability and Capacity Building Activities subapplications.

For more detailed information, see Part VI, Application Review Information, of the 2023 Hazard Mitigation Assistance Program and Policy Guide.

b. ***Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.
ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. ***Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors[18], if applicable, that is in the designated

[18] As defined in 2 C.F.R. Part 25, specifically § 25.447: Predecessor means a non-federal entity that is replaced by a successor and includes any predecessors of the predecessor.

integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

a. *Selection Order*

FEMA will select subapplications up to the available funding amount of **$800 million** in the following order:

I. CAPABILITY AND CAPACITY BUILDING ACTIVITIES – UP TO $60 MILLION

Mitigation Plans under 42 U.S.C. 4104c(c)(3)(F)

FEMA will select highest ranked eligible subapplication(s) for the development or update of a Mitigation Plan(s) of $100,000 per applicant for mitigation plan with maximums of $50,000 for state mitigation plans, and $25,000 for local mitigation plans federal cost share. Mitigation Plan subapplications will be evaluated to ensure that the end result will provide benefits to the NFIP.

Technical Assistance by States to Communities (42 U.S.C. 4104c(c)(3)(J)

FEMA will select highest ranked eligible subapplication(s) for Technical Assistance by States to Communities of $50,000 per applicant. To be eligible to receive this funding, the applicant must have received an FY 2022 FMA award of at least $1 million federal cost share. Technical Assistance by States to Communities funding is provided to maintain a viable FMA program over time.

Project Scoping

FEMA will select the highest ranked eligible subapplication(s) for Project Scoping not to exceed $900,000 federal cost share per subapplicant. Project Scoping can be used to obtain data and to prioritize, select, and develop future Localized Flood Risk Reduction Projects and/or Individual Flood Mitigation Projects based on current FEMA-approved mitigation plans. Project Scoping subapplications will be evaluated to ensure that the end result will lead to an eligible project subapplication that will provide benefits to the NFIP.

Consideration of Project Scoping early in the decision-making process can help facilitate the development of a viable project, as well as project implementation. FY 2023 Project Scoping projects are not eligible for FY 2023 Localized Flood Risk Reduction Project or Individual Flood Mitigation Project funding. There is no guarantee for future FMA project funding if Project Scoping is awarded.

All Project Scoping subapplications must submit a map and associated geospatial file(s) (e.g., shapefile, keyhole markup language (KML/KMZ), geodatabase, list of census tracts, or other geo-enabled documents) delineating the area that will benefit from the project. If a proposed benefiting area map is not provided, FEMA will default to the subapplicant jurisdiction to determine NFIP benefits, and CEJST for prioritization.

Additional Capability and Capacity Building Activities

FEMA will select the highest ranked eligible subapplication(s) for Additional Capability and Capacity Building Activities, not to exceed $300,000 federal cost share per subapplicant. Additional Capability and Capacity Building Activities, which enhance the knowledge, skills, expertise, etc., of the current workforce to expand or improve the administration of flood mitigation assistance. This includes activities in the following sub-categories: Partnership Development to Conduct Eligible Mitigation Activities, Enhancing Local Floodplain Management, SRL/RL Strategy Development, and other eligible Capability and Capacity Building Activities under 42 U.S.C. 4104c(c)(3)(G).

All Additional Capability and Capacity Building Activities subapplications must submit a map and associated geospatial file(s) (e.g., shapefile, keyhole markup language (KML/KMZ), geodatabase, list of census tracts, or other geo-enabled documents) delineating the area that will benefit from the project. If a proposed benefiting area map is not provided, FEMA will default to the subapplicant jurisdiction to determine NFIP benefits, and CEJST for prioritization.

Please note, Mitigation Plans, Technical Assistance by States to Communities, Project Scoping, and Additional Capability and Capacity Building Activities subapplications have different funding caps indicated above.

a) CAPABILITY AND CAPACITY BUILDING ACTIVITIES PRIORITIZATION

All eligible Mitigation Plans and Technical Assistance by States to Communities subapplications will be funded based on eligibility.

FEMA will then select the remaining highest ranked eligible Capability and Capacity Building Activities subapplication(s) from each applicant according to the following hierarchical order: Project Scoping, and then Additional Capability and Capacity Building Activities (Partnership Development to Conduct Eligible Mitigation Activities; Enhancing Local Floodplain Management; SRL/RL Strategy Development; and other eligible Capability and Capacity Building Activities under 42 U.S.C. 4104c(c)(3)(G).

All Project Scoping and Additional Capability and Capacity Building Activities subapplications will be scored and selected based on the priorities in the following table,

as needed. The subapplications will be selected based on cumulative score, from highest to lowest.

Final Priority Scoring Criteria for Capability and Capacity Building Activities		
Priority	**Description**	**Available Points**
Justice40 Community or Community Disaster Resilience Zones	A Justice40 community, also referred as a disadvantaged community, is identified using the version 1.0 of the Climate and Economic Justice Screening Tool (CEJST). Justice40 communities are considered disadvantaged if they are in census tracts that meet the thresholds for at least one of the tool's categories of burden, or if they are on lands within the boundaries of federally recognized Tribes. In addition, census tracts that are completely surrounded by disadvantaged communities are also considered disadvantaged if they meet an adjusted low-income threshold (at or above the 50th percentile). Justice40 communities have been marginalized by society, overburdened by pollution, and/or underserved by infrastructure and other basic services. Further, all federally recognized Tribes or Tribal entities are Justice40 communities (whether or not they have land). A Community Disaster Resilience Zone is defined in 42 U.S.C. § 5136(a)(1) and all Community Disaster Resilience Zone are located in Justice40 communities. For a complete listing of FEMA identified Community Disaster Resilience Zones, refer to https://www.fema.gov/flood-maps/products-tools/national-risk-index/community-disaster-resilience-zones Subapplications will receive 8 points if the C&CB Activities primarily benefits a Community Disaster Resilience Zone. OR Subapplications will receive 6 points if the C&CB Activities primarily benefits a Justice40 community. Full and partial points are assigned to this category.	Up to 8

Community Rating System (CRS) Participation	The CRS recognizes and encourages community floodplain-management activities that exceed the minimum National Flood Insurance Program standards. Depending on the level of participation, flood insurance premium rates for policyholders can be reduced by up to 45%. Subapplications will receive 3 points if they are a participant in CRS. No partial points are assigned to this category.	3
Cooperating Technical Assistance Partners Program (CTP) Participation	The CTP is a qualified partnership program in which communities commit to collaborate in maintaining up-to-date flood hazard maps and other flood hazard information. Subapplications will receive 3 points if they are a CTP participating community. No partial points are assigned to this category.	3
Public and Private-Sector Partnerships	FEMA encourages innovative use of public and private-sector partnerships, including incentivizing private organizations and businesses that partner with public organization to meet the non-federal cost share. Subapplication will receive 2 points if the subapplication incorporates partnerships (e.g., state, Tribal, private, local community, etc.) that will ensure the project meets community needs, including those of overburdened and underserved populations, and show the outcome of those partnerships (e.g., leveraging resources such as financial, material, and educational resources, coordinating multi-jurisdictional projects, heightened focus on equity related issues, etc). No partial points are assigned to this category.	2

In case of a tie, FEMA will use CEJST, Community Disaster Resilience Zone, or the total dollars in NFIP claims paid in the subapplicant's jurisdiction in the past 5 years as a tiebreaker for projects.

After meeting the **$60 million** available for Capability and Capacity Building Activities, or when all eligible Capability and Capacity Building Activities subapplications have been selected, FEMA will select eligible subapplications for the remaining funds in the following order.

II. LOCALIZED FLOOD RISK REDUCTION PROJECT – UP TO $520 MILLION

FEMA will then select the highest ranked eligible Localized Flood Risk Reduction Project subapplication(s) based on the FEMA scoring criteria below. In the event of a tie between two or more Localized Flood Risk Reduction Project subapplications, FEMA will use CEJST,

Community Disaster Resilience Zone, or the total dollars in NFIP claims paid in the subapplicant's jurisdiction in the past 5 years for the project benefiting area as a tiebreaker for projects. Each subapplication shall not exceed **$50 million** federal cost share.

FEMA will convene an internal review panel to ensure that projects will provide benefits to the NFIP, in accordance with 44 C.F.R. Part 77 and the 2023 Hazard Mitigation Assistance Program and Policy Guide. The Localized Flood Risk Reduction Project internal review panel will include experts from across FEMA to broaden understanding of project benefits. Panelists will consider Localized Flood Risk Reduction Project subapplications holistically to determine if the projects will provide benefits to the NFIP, including but not limited to, the context of the project scale, community scale, transformative mitigation potential, and alignment with the Administration's Justice40 Initiative.

All Localized Flood Risk Reduction Project subapplications must include the following elements:

- Demonstrate that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., shapefile, Keyhole Markup Language (KML/KMZ), geodatabase, list of census tracts, or other geo-enabled documents) delineating:
    - The proposed project location or footprint boundary,
    - Area with reduced flood risk or benefiting area (in alignment with Hydrologic and Hydraulic modeling, as available, except for Phase 1 projects), and
    - Active NFIP policies (if data is available).

Eligible activities must benefit NFIP insured properties. Examples include, but are not limited to:

- Localized flood control
- Floodwater storage and diversion
- Floodplain and stream restoration
- Stormwater management
- Wetland restoration/creation

Subapplications will be scored and selected based on the priorities in the following table, as needed. The subapplications will be selected based on cumulative score, from highest to lowest.

Final Priority Scoring Criteria for Localized Flood Risk Reduction Project		
Priority	**Description**	**Available Points**

Justice40 Community or Community Disaster Resilience Zones	A Justice40 community, also referred as a disadvantaged community, is identified using the version 1.0 of the Climate and Economic Justice Screening Tool (CEJST). Justice40 communities are considered disadvantaged if they are in census tracts that meet the thresholds for at least one of the tool's categories of burden, or if they are on lands within the boundaries of federally recognized Tribes. In addition, census tracts that are completely surrounded by disadvantaged communities are also considered disadvantaged if they meet an adjusted low-income threshold (at or above the 50th percentile). Justice40 communities have been marginalized by society, overburdened by pollution, and/or underserved by infrastructure and other basic services. Further, all federally recognized Tribes or Tribal entities are Justice40 communities (whether or not they have land). A Community Disaster Resilience Zone is defined in 42U.S.C. § 5136(a)(1) and all Community Disaster Resilience Zone are located in Justice40 communities. For a complete listing of FEMA identified Community Disaster Resilience Zones, refer to https://www.fema.gov/flood-maps/products-tools/national-risk-index/community-disaster-resilience-zones Subapplications that primarily benefits a Community Disaster Resilience Zone, will receive 300 points. OR Subapplications that primarily benefits a Justice40 community, will receive 200 points. Full and partial points are assigned to this category.	Up to 300

National Flood Insurance Program (NFIP) Policy Holder	NFIP provides insurance to help reduce the socio-economic impact of floods. Flood insurance is a separate policy that can cover buildings, the contents in a building, or both. The NFIP provides flood insurance to property owners, renters, and businesses, and having this coverage helps them recover faster when floodwaters recede. Points will be assessed for every NFIP policy that is active as of the FMA application start date (Section D, Application and Submission Information, Key Dates and Times of this funding opportunity) and is verified within the benefiting area of the project. Full and partial points are assigned to this category.	2 points per NFIP Policy, up to 200 points
FMA and NFIP defined Severe Repetitive Loss (SRL) and Repetitive Loss (RL) Properties[19]	FMA aims to implement projects that reduce flood risks posed to repetitively flooded properties insured under the NFIP, and the disruption to life caused by repeated flooding of the same properties. Points will be assessed for all FMA and NFIP defined SRL and/or RL structures verified within the benefiting area of the project. Full and partial points are assigned to this category.	5 points per RL and 10 points per SRL, up to 175 points

[19] Refer to Section E. Application Review Information, 2. Review and Selection Process, III. Individual Flood Mitigation Projects of this funding opportunity.

Consideration for Climate Change[20] and Other Future Conditions	FEMA works with state, local, Tribal, and territorial governments to build and deliver resources and capabilities that ensure the nation can withstand climate hazards of today and those we anticipate for tomorrow.[21] Applicants and subapplicants should use evidence-based, best-available climate data sets, information resources, and decision-support tools, including Federal resources, to identify current and future climate risks over the project's expected service life. Climate projections, emission scenarios, or other suitable scenario conditions should be specified based on the project's service life and applicant's risk tolerance, as appropriate and available. Applicants should document how their planned project design and operations are resilient to any identified current and future climate risks. Subapplications will receive 100 points if the project describes how it will enhance climate adaptation and resilience using the best available data, detail how the project is being responsive to the effects of climate change (such as sea level rise[22], increased rainfall, increased likelihood of flash flood due to wildfire, etc.) and/or other future conditions (population/demographic/land use, etc.), and cites data sources, assumptions, and models. No partial points are assigned to this category.	100

[20] Climate change is defined as "Changes in average weather conditions that persist over multiple decades or longer. Climate change encompasses both increases and decreases in temperature, as well as shifts in precipitation, changing risk of certain types of severe weather events, and changes to other features of the climate system." (Fourth National Climate Assessment)
[21] For more information on FEMA's Role in Addressing Climate Change, please reference FEMA and the Changing Climate.pdf
[22] Applicants and subapplicants may use any valid source that is based on recognized sea level rise estimation methods for sea level rise. Several federal government sources are available for relative sea level rise data along coastal areas. Some of these sources include, but are not limited to National Oceanic and Atmospheric Administration Center for Operational Oceanographic Products and Services' Mean Annual SLR Trend Data (https://tidesandcurrents.noaa.gov/sltrends/sltrends.html) and U.S. Army Corps of Engineers Sea-Level Change Curve Calculator (Version 2022.72) (https://cwbi-app.sec.usace.army.mil/rccslc/slcc_calc.html). Additional information, data, and resources on sea level rise are available at Sea Level Rise Technical Report: Download and FAQs (noaa.gov).

Incorporation of Nature-Based Solutions[23]	Nature-based solutions are actions to protect, sustainably manage, or restore natural or modified ecosystems to address societal challenges, simultaneously providing benefits for people and the environment. Refer to https://www.whitehouse.gov/wp-content/uploads/2022/11/Nature-Based-Solutions-Roadmap.pdf FEMA recognizes that strategies for nature-based solutions are diverse; one size does not fit all. As such, examples of nature-based solutions may include wetland restoration and protection; greenways; stormwater parks; floodplain restoration; rain gardens; green roofs; permeable pavement; coastal wetlands; and living shorelines. Subapplications will receive 100 points if the project incorporates nature-based solutions. No partial points are assigned to this category.	100
FEMA FMA Capability and Capacity Building (C&CB) Activities	FMA C&CB Activities are used to develop future Localized Flood Risk Reduction Projects and/or Individual Flood Mitigation Projects that will subsequently reduce flood claims against the NFIP. Before FY 2022 FMA NOFO, C&CB Activities were referred to as hazard mitigation plans, technical assistance, and project scoping. Subapplications will receive 50 points if the project was generated from a previous FMA award. No partial points are assigned to this category.	50

[23] For more information on nature-based solutions, please reference Building Community Resilience with Nature-Based Solutions: A Guide for Local Communities and Nature-Based Solutions | FEMA.gov

Public and Private-Sector Partnerships	FEMA encourages innovative use of public and private-sector partnerships, including incentivizing private organizations and businesses that partner with public organization to meet the non-federal cost share. Subapplication will receive 25 points if the subapplication incorporates partnerships (e.g., state, Tribal, private, local community, etc.) that will ensure the project meets community needs, including those of overburdened and underserved populations, and show the outcome of those partnerships (e.g., leveraging resources such as financial, material, and educational resources, coordinating multi-jurisdictional projects, heightened focus on equity related issues, etc.). No partial points are assigned to this category.	25
Community Rating System (CRS) Participation	The CRS recognizes and encourages community floodplain-management activities that exceed the minimum National Flood Insurance Program standards. Depending on the level of participation, flood insurance premium rates for policyholders can be reduced up to 45%. Subapplications will receive 25 points if they are a participate in CRS. No partial points are assigned to this category.	25
Cooperating Technical Assistance Partners Program (CTP) Participation	The CTP is a qualified partnership program in which communities commit to collaborate in maintaining up-to-date flood hazard maps and other flood hazard information. Subapplications will receive 25 points if they are a CTP participating community. No partial points are assigned to this category.	25

After meeting the **$520 million** available for Localized Flood Risk Reduction Projects or when all eligible Localized Flood Risk Reduction Project subapplications have been selected, FEMA will select eligible subapplications for the remaining funds in the following order.

III. Individual Flood Mitigation Project – up to $220 million

FEMA will then select Individual Flood Mitigation Project subapplication(s) based on projects meeting the below FEMA scoring criteria. FEMA will select eligible Individual Flood Mitigation Project subapplications on a competitive basis in the following prioritized order:

Individual Flood Mitigation Projects that will mitigate flood damage to at least 75 percent of structures included in the subapplication that meet **ANY** of the following FMA and/or NFIP SRL and RL definitions in order by program priority:

1. Meet the FMA definition of an SRL property in 42 U.S.C. § 4104c(h)(3)(B)(ii): At least two separate NFIP claim payments have been made with the cumulative amount of such claims exceeding the market value of the insured structure.
2. Meet the FMA definition of an SRL property in 42 U.S.C. § 4104c(h)(3)(B)(i): four or more separate NFIP claims payments have been made with the amount of each claim exceeding $5,000, and with the cumulative amount of claims payments exceeding $20,000.
3. Meet the FMA definition of a RL property definition in 42 U.S.C. § 4121(a)(7): have incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event, and at the time of the second incidence of flood-related damage, the contract for flood insurance contains increased cost of compliance coverage.
4. Meet NFIP definition of an SRL property[24]: four or more separate NFIP claim payments of more than $5,000 each (including building and contents payments); or two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.
5. Meet the NFIP definition of an RL property in Title 44 C.F.R. Part § 209.2: a structure covered by a contract for flood insurance under the National Flood Insurance Program (NFIP) that has incurred flood-related damage on two occasions during a 10-year period, each resulting in at least a $1,000 claim payment.

In the event requested funding exceeds **$220 million** funding for this priority, FEMA will prioritize subapplications based on:

- Count of properties meeting FMA and/or NFIP defined SRL and RL definitions in order by program priority (1-5) above, and
- Total dollars of all NFIP policy claims on record for all NFIP properties proposed for mitigation in the subapplication.

FEMA may rank subapplications lower where the average elevation federal cost share is greater than $250,000 for all single dwelling units or the average acquisition federal cost share is greater than $750,000 for all single dwelling units.

FEMA will further prioritize properties from subapplications if the building value of a single-family dwelling is less than $750,000, according to best available data, to ensure maximization of the number of NFIP-insured properties selected for mitigation projects in

[24] For the NFIP definition of an SRL property, refer to 42 U.S.C. § 4014(h); see FEMA, National Flood Insurance Program, Flood Insurance Manual, Appendix I, pg. 1, and Appendix L, pg. 8 (Apr. 2021); FEMA, National Flood Insurance Program, Community Rating System Coordinator's Manual, pg. 120-8 (2017).

accordance with 44 C.F.R. § 77.4(a). To determine the building value of a single-family dwelling, homeowners can refer to the Replacement Cost Value (RCV)[25] documented in the most recent claim. If no RCV is provided, then homeowners can refer to the Actual Cash Value (ACV)[26] as documented on the most recent claim. If an RCV or ACV for the structure is not available or includes errors, FEMA will evaluate properties on a case-by-case basis for removal from the subapplication.

If the structure does not have an RCV, then FEMA will consider the Actual Cash Value (ACV) of the structure, as listed on the most current claim of the property. If the structure has neither RCV nor ACV, FEMA will consider the assessed market value.

If available funding requires prioritization within one of the above priorities, FEMA will apply the Final Priority Scoring Criteria for Individual Mitigation Project below. FEMA may reconsider Single-family dwellings that are not selected.

IV. FEMA WILL SELECT REMAINING ELIGIBLE SUBAPPLICATIONS ONCE ALL ABOVE PRIORITIES ARE MET BASED ON BENEFITS TO THE NFIP.

FEMA will verify project eligibility. However, applicants should ensure that accurate NFIP policy numbers, and FMA and/or NFIP defined SRL and RL numbers are included in all subapplications. After FEMA selects all subapplications in prioritized order above, FEMA will use the Final Priority Scoring Criteria below to determine the selection order for the remaining subapplications. The subapplications will be selected based on cumulative score, from highest to lowest.

Final Priority Scoring Criteria for Individual Flood Mitigation Project		
Priority	**Description**	**Available Points**
Substantial Damage[27]	Substantial damage applies to a structure in a Special Flood Hazard Area – or floodplain – for which the total cost of repairs is 50 percent or more of the structure's market value before the disaster occurred, regardless of the cause of damage. This percentage rule can vary among jurisdictions. The decision about a structure being substantially damaged is made at the local community generally by a building-department official or floodplain manager. For communities that participate in the National Flood Insurance Program (NFIP), substantial damage determinations generally are required by local floodplain-management ordinances. These rules must be	10 points per Substantial Damage structure, no cap

[25] The cost to replace property with the same kind of material and construction without deduction for depreciation.
[26] The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.
[27] Damage of any origin sustained by a building whereby the cost of restoring the building to its before-damaged condition would equal or exceed 50 percent of the market value of the building before the damage occurred. (Hazard Mitigation Assistance Program and Policy Guide, 2023)

	in place for residents of a community to purchase flood insurance. The subapplication will receive 10 points per structure that is determined Substantially Damaged by the community within five (5) years of the Application Submission Deadline and a verification letter is included in the subapplication. Full points are assigned to this category and there is no point cap/limit.	
Justice40 Community or Community Disaster Resilience Zones	A Justice40 community, also referred as a disadvantaged community, is identified using the version 1.0 of the Climate and Economic Justice Screening Tool (CEJST). Justice40 communities are considered disadvantaged if they are in census tracts that meet the thresholds for at least one of the tool's categories of burden, or if they are on lands within the boundaries of federally recognized Tribes. In addition, census tracts that are completely surrounded by disadvantaged communities are also considered disadvantaged if they meet an adjusted low-income threshold (at or above the 50th percentile). Justice40 communities have been marginalized by society, overburdened by pollution, and/or underserved by infrastructure and other basic services. Further, all federally recognized Tribes or Tribal entities are Justice40 communities (whether or not they have land). A Community Disaster Resilience Zone is defined in 42 U.S.C. § 5136(a)(1), and all Community Disaster Resilience Zone are located in Justice40 communities. For a complete listing of FEMA identified Community Disaster Resilience Zones, refer to https://www.fema.gov/flood-maps/products-tools/national-risk-index/community-disaster-resilience-zones Subapplications that primarily benefits a Community Disaster Resilience Zone will receive 50 points. OR Subapplications that primarily benefits a Justice40 community will receive 35 points. Full and partial points are assigned to this category.	Up to 50 points
FMA and NFIP defined Severe Repetitive Loss	FMA aims to implement projects that reduce flood risks posed to repetitively flooded properties insured under the National Flood Insurance Program (NFIP), and the	Up to 30

(SRL) and Repetitive Loss (RL) Properties[28]	disruption to life caused by repeated flooding of the same properties. Points will be assessed for FMA and NFIP defined SRL and/or RL structures verified within the subapplication. Full and partial points are assigned to this category. • If greater than 35% of properties in the subapplication are SRL or RL, the subapplication will receive 30 points, or • If 25% - 35% of properties in the subapplication are SRL and/or RL, the subapplication will receive 15 points.	
FEMA FMA Capability and Capacity Building (C&CB) Activities	FMA C&CB Activities are used to develop future Localized Flood Risk Reduction Projects and/or Individual Flood Mitigation Projects that will subsequently reduce flood claims against the NFIP. Before FY 2022 FMA NOFO, C&CB Activities were referred to as hazard mitigation plans, technical assistance, and project scoping. Subapplications will receive 20 points if the project was generated from a previous FMA award. No partial points are assigned to this category.	20

FEMA may select any subapplication out of priority order based on one or more of the following factors:

- Availability of funding
- Duplication of subapplications
- Program priorities and policy factors
- Other pertinent information

Subapplications that have made it through the selections process but will not be funded due to the limited availability of FMA funding, may be reviewed by other FEMA grant programs for eligibility and alternative funding. Additional information may be requested to ensure all applicable programmatic eligibility criteria are met.

b. Selection Status

After FEMA has completed its review of all subapplications across Capability and Capacity Building Activities, Localized Flood Risk Reduction Project, and Individual Flood Mitigation Project, FEMA will assign each of them one of the following three statuses:

[28] Refer to Section E. Application Review Information, 2. Review and Selection Process, III. Individual Flood Mitigation Projects of this funding opportunity.

- **Identified for Further Review (IFFR)** – This means the subapplication is selected and there is available funding under the applicable subtotals. Additional information may be requested from the applicant at this stage that may impact eligibility. Identified for Further Review (IFFR) status does not automatically imply an award will be made.
- **Not Selected** – This means the subapplication is eligible but was not selected due to a lack of available funding under the applicable subtotals.
- **Does Not Meet HMA Requirements –** This means the subapplication does not satisfy the eligibility or completeness requirements outlined in the statute, policy, or Section C.3.

c. ***Request for Reconsideration***

At its discretion, and at the request of the applicant or subapplicant (through the applicant), FEMA may reconsider a decision regarding any subapplication that is Not Selected or Does Not Meet HMA Requirements only where there is an indication of substantive technical or procedural error that may have influenced FEMA's decision. There will be no reconsideration regarding the amount of planning subapplications, applicant management costs, or Technical Assistance costs. Applicants must send requests for reconsideration based on technical or procedural error to the FEMA Regional Office within 60 days of the posting of subapplication status. Subapplicants should contact their applicant agency regarding reconsideration requests, so that the applicant may submit it to the FEMA Regional Office on their behalf. Contact information for each State Hazard Mitigation Officer is provided at State Hazard Mitigation Officers | FEMA.gov.

The FEMA Regional Office will review reconsideration requests received from applicants and submit the Regional recommendation to FEMA Headquarters. FEMA Headquarters will make a final determination to overturn or uphold the original decision and send the response to the applicant.

Prior to making an award, FEMA will evaluate recipients to determine the level of risk when there is a history of failure to comply with general or specific terms and conditions of a federal award or failure to meet the expected performance goals. If FEMA determines that a federal award will be made, special conditions that correspond to the degree of risk assessed may be applied to the award, as specified in Part 8: Award Administrative Requirements, Section C: Assessment of Risk Posed by Recipient and Subrecipient Prior to Award of the 2023 Hazard Mitigation Assistance Program and Policy Guide.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all**

conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

When FEMA obligates funds for a grant to an applicant, the applicant and subapplicant are denoted as recipient and subrecipient, respectively. The recipient and subrecipient agree to abide by the grant award term and conditions as set forth in the Articles of Agreement provided in the award package. Recipients must accept all conditions in this NOFO as well as any Special Terms and Conditions.

FEMA or DHS may initiate a formal evaluation of programs, projects, or activities supported by this grant. By accepting grant funds, recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant (such as property owners), and providing access to program operating personnel and participants, as specified by the evaluator(s), including after the POP.

2. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.fema.gov/about/offices/equal-rights/civil-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. ***Environmental Planning and Historic Preservation (EHP) Compliance***

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders (EO), regulations, and policies, as applicable.

All FEMA actions, including grant-funded actions, must comply with National Flood Insurance Program criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 CFR § 9.11(d)(6)).

All FEMA-funded non-critical actions in 1% annual chance floodplains (also known as 100-year floodplains) that involve structure elevation, mitigation reconstruction, dry floodproofing, new construction, repair of substantial damage or substantial improvement of structures must be elevated or floodproofed, at a minimum, to the lower of:

- Two feet above the 1% annual chance flood elevation (also known as the base flood elevation), in accordance with the Federal Flood Risk Management Standard (FFRMS) “Freeboard Value Approach” (FVA); or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least two feet above the 1% annual chance flood elevation.

All FEMA-funded critical actions in 1% annual chance floodplains or 0.2% annual chance floodplains (also known as 500-year floodplains) that involve structure elevation, mitigation reconstruction, dry floodproofing, new construction, repair of substantial damage or substantial improvement of structures must be elevated, at a minimum, to the higher of:

- Three feet above the 1% annual chance flood elevation; or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least three feet above the 1% annual chance flood elevation.

See Executive Order 11988, *Floodplain Management*, as amended by Executive Order 13690, *Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input*, and the 2023 Hazard Mitigation Assistance Program and Policy Guide

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, regulations, Executive Orders, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP laws, regulations and Executive Orders. Individual FEMA programs have separate procedures to conduct and document EHP review. Guidance for individual grant programs is available from applicable program offices.

Presidential EO 11988 and EO 11990: Protection of Wetlands require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an 8-step review process if a proposed action is located in a floodplain or wetland consistent with 44 C.FR. § 9.6.

The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the

federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Through this NOFO, FEMA is giving notice of projects that may be funded under the FMA program, consistent with the requirements of Section 9.8. The public is invited to participate in the process of identifying alternatives to locating a proposed project in the floodplain or wetland and analyzing the impacts of the alternatives on the floodplain or wetland. Comments may be provided by emailing ehphelpline@fema.dhs.gov within 15 days of its issuance. While analyzing alternatives, FEMA may determine there are no practicable alternatives to carrying out the proposed work within the floodplain or wetland. Relocating facilities may not be practicable and would adversely impact affected communities socially and economically.

In addition, no alternative actions may be practicable that serve the same purpose and have less potential to affect or be affected by the floodplain. The no action option would not be appropriate as it would fail to meet the purpose and need of the community. In the course of developing project proposals, subsequent public notices will be published, if necessary, as more specific information becomes available.

d. Construction Project Requirements

Acceptance of federal funding requires FEMA, the recipient, and any subrecipients to comply with all federal, state, and local laws and regulations prior to the start of any construction activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. Also:

- Any change to the approved scope of work will require re-evaluation by FEMA for compliance with the NEPA and other laws and Executive Orders.

- If ground-disturbing activities occur during construction, the recipient and any subrecipients must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, the subrecipient will immediately cease construction in that area and notify the recipient and FEMA.

    - All mitigation projects must be in in conformance with flood insurance requirements. This means that if the project is located in a SFHA: (a) the project must be in a jurisdiction participating in the NFIP; and (b) the property owner(s) must obtain and maintain flood insurance for the life of the structure, regardless of transfer of ownership, in an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the mitigated property, whichever is less.

3. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

a. *Financial Reporting Requirements*

I. Federal Financial Report (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1.

Recipients must file the FFR electronically using FEMA GO.

II. FFR Reporting Periods and Due Dates

An FFR must be submitted quarterly throughout the POP, including partial calendar quarters, as well as in periods where no grant award activity occurs. The final FFR is due within 120 calendar days after the end of the POP. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

Except for the final FFR due at 120 days after the end of the POP for purposes of closeout, the following reporting periods and due dates apply for the FFR:

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

b. *Programmatic Performance Reporting Requirements*

I. Performance Progress Report (PPR)

In addition to the FFR reports, recipients must report on the progress of the grant on a quarterly basis to DHS/FEMA using the Quarterly Performance Report in FEMA GO. The Quarterly Performance Reports must be submitted electronically in FEMA GO quarterly throughout the POP, including partial calendar quarters, as well as for periods where no grant award activity occurs. Reports are due within 30 days from the end of the first federal quarter following the initial grant award and thereafter until the grant ends.

c. *Closeout Reporting Requirements*

I. Closeout Reporting

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

i. The final request for payment, if applicable.
ii. The final FFR (SF-425).
iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.
iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.
v. An inventory of all construction projects that used funds from this program.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. Administrative Closeout

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance

with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. ***Additional Reporting Requirements***

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

i. Are presently excluded or disqualified;
ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10,000,000 for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at https://www.gao.gov/yellowbook/overview, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f.

4. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives.

Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies,

activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

By accepting the award, all recipients agree to participate in monitoring or an evaluation of this grant, which may include analysis of the impact and providing access to program operating personnel and participants, as specified by the evaluator(s). FEMA, through the FMA program, encourages investments to protect communities and infrastructure. As part of performance evaluation and monitoring efforts, FEMA will conduct a series of grant effectiveness and cost-effectiveness case studies jointly with FMA recipients to highlight how recipients and subrecipients have used the FMA funds to increase resilience from natural hazards in their jurisdictions.

FEMA will not provide additional federal funding in the event of a cost overrun.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. ***Program Office Contact***
General questions about the FMA program can be directed to the appropriate FEMA Regional Office or State Hazard Mitigation Officer. Contact information for FEMA Regional Offices is provided at https://www.fema.gov/about/contact. Contact information for the State

Hazard Mitigation Officers is provided at https://www.fema.gov/state-hazard-mitigation-officers.

The HMA Helpline is available by telephone 1-866-222-3580.

For questions about cost-effectiveness and FEMA's BCA software, contact the BC Helpline by telephone 1-855-540-6744 or email BCHelpline@fema.dhs.gov.

The Building Science Helpline is available for guidance on FEMA Building Science publications by email FEMA-BuildingScienceHelp@fema.dhs.gov.

For questions about NEPA or EHP requirements, the EHP Helpline is available by telephone 1-866-222-3580 or email ehhelpline@fema.dhs.gov.

Resources and job aids intended to help prepare applications and subapplications are available on FEMA's Hazard Mitigation Assistance webpage at https://www.fema.gov/grants/mitigation.

Resources intended to help applicants and subapplicants prepare hazard mitigation plans and planning grants are available on FEMA's Mitigation planning webpage at https://www.fema.gov/emergency-managers/risk-management/hazard-mitigation-planning

FEMA publications that specify the documentation and information necessary for FEMA to review project applications for feasibility and effectiveness, cost-effectiveness, and potential impacts on environmental and cultural resources are available on the FEMA website at https://www.fema.gov/grants/guidance-tools.

b. ***FEMA Grants News***

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants Information Desk can be reached by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. ***FEMA Regional Offices***

FEMA Regional Offices manage, administer, and conduct the application budget review, create the award package, approve, amend, and close out awards, as well as conduct cash analysis, financial and programmatic monitoring, and audit resolution for FMA. The Regions also provide technical assistance to FMA recipients.

FEMA Regional Office contact information is available at https://www.fema.gov/fema-regional-contacts.

d. ***Equal Rights***

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

e. ***Environmental Planning and Historic Preservation***

The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and FEMA's recipients and subrecipients. All inquiries and communications about EHP compliance for FEMA grant projects under this NOFO or the EHP review process should be sent to FEMA-OEHP- NOFOQuestions@fema.dhs.gov.

2. Systems Information

a. ***FEMA GO***

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8:00 AM – 6:00 PM ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. ***Noncompliance***

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. ***With the Consent of the Recipient***

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting the project(s) goals. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

In addition, recipients are required to participate in a DHS-led evaluation if selected, which may be carried out by a third-party on behalf of the Program Office or DHS. By accepting grant funds, recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant, and provide access to program operating personnel and participants, as specified by the evaluator(s) during the award.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Regional Office and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Regional Hazard Mitigation Assistance Specialist as needed when preparing an extension request.

All extension requests must address the following:

a. The grant program, fiscal year, and award number;
b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;

c. Current status of the activity(ies);
d. Approved POP termination date and new project completion date;
e. Amount of funds drawn down to date;
f. Remaining available funds, both federal and, if applicable, non-federal;
g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the application and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time.

Based on sufficiency of justification, the FEMA Regional Administrator can issue up to two extensions of the POP for up to 12 months each.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-

through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the PDAT Field Manual and Contract Provisions Guide. Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: https://www.fema.gov/grants/procurement.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award: OMB Revisions Fact Sheet.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from 48 C.F.R. Part 2, Subpart 2.1).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.13.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. ***Competition and Conflicts of Interest***

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.**

Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. *Supply Schedules and Purchasing Programs*

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

d. Prohibition on Use of Funds to Support or Oppose Union Organizing

A recipient or subrecipient may not use federal grant funds or funds used to meet a cost share requirement to support or oppose union organizing. Using grant or cost share funds to hire unionized workers does not constitute a violation of this prohibition on use of funds to support or oppose union organizing.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;

- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Regional Grants Management Specialist.

d. ***Procurement Documentation***

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

Additional information on required procurement records can be found on pages 24-26 of the PDAT Field Manual.

7. Financial Assistance Programs for Infrastructure

a. ***Build America, Buy America Act***

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements. A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

a. Applying the domestic content procurement preference would be inconsistent with the public interest.

b. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.

c. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.
For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride,

composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States means the following for:

- Iron and steel: All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Manufactured products: The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Construction Materials: All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

8. Record Retention

a. *Record Retention Period*

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient

does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. ***Types of Records to Retain***

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including

purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

An eligible applicant, subapplicant, recipient, or subrecipient may request an appeal of a remedy FEMA has taken for noncompliance with federal statutes, regulations, or the terms and conditions of the award that results in suspension or termination of all or part of the award. The appeal must be submitted according to the following procedures:

- For remedies FEMA has taken for noncompliance, the appeal must contain documented justification supporting the appellant's position, specify the monetary figure in dispute, and identify the provisions in federal law, regulation, or policy with which the appellant believes the initial action was inconsistent.

The applicant, subapplicant, recipient, or subrecipient will be notified in writing of the disposition of the appeal or the need for additional information. All appeal decisions are final.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. See 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA

funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements".

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase "Whole Community" often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents.
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Extraordinary Circumstances

Applicants and Subapplicants must have a FEMA-approved current mitigation plan at the time of application deadline and at the time of the award to receive FMA project subawards; hazard mitigation plans that are approvable pending adoption are not sufficient. The FEMA Regional Administrator may grant an exception to the plan requirements in extraordinary circumstances when the appropriate justification is provided. For FMA, Subapplicants are exempt from the hazard mitigation plan requirement for the mitigation plan development and mitigation plan updates in Capability and Capacity Building Activities types only.

Extraordinary circumstances exist when FEMA or the applicant determine that the proposed project is consistent with the priorities and strategies identified in the state or Tribal (standard or enhanced) mitigation plan and that the jurisdiction meets at least one of the criteria below:

- The jurisdiction meets the small and impoverished communities as defined in 44 C.F.R. 201.2.
- The jurisdiction has been determined to have had insufficient capacity because of lack of available assistance, staffing or other necessary expertise to satisfy the mitigation planning requirement prior to the current disaster or application deadline.
- The jurisdiction experienced significant disruption from a declared disaster or another event that impacts its ability to complete the mitigation planning process prior to award or final approval of a project award.

- The jurisdiction does not have a mitigation plan for reasons beyond the control of the state, federally recognized Tribal government or local community, such as Disaster Relief Fund restrictions, that delay FEMA from granting a subaward prior to the expiration of the local or Tribal mitigation plan.

The applicant must provide written justification that identifies the specific criteria from the above list and explains why the jurisdiction will be able to have a plan both approved by FEMA and adopted by the jurisdiction within 12 months. The justification must identify the specific actions or circumstances that have eliminated or will eliminate the deficiency that prevented the jurisdiction from previously having an approved plan. The justification must clearly demonstrate how the above circumstances impacted the community beyond just stating the above circumstances.

If FEMA grants an extraordinary circumstances exception, a local or Tribal mitigation plan must be approved by FEMA within 12 months of the award of the project subaward to that community. The recipient must acknowledge in writing to the Regional Administrator that the jurisdiction will complete a plan within 12 months of the subaward. The recipient must provide a Compliance Action Plan for completing the local or Tribal mitigation plan, including milestones and a timetable, to ensure the jurisdiction will complete the plan in the required time. This requirement must be incorporated into the award (both the planning and project subaward agreements if a planning subaward is also awarded). If a plan is not provided within this time frame, the project subaward will be terminated, and any costs incurred after notice of subaward termination will not be reimbursed by FEMA. FEMA must notify the recipient of the subaward termination. For more information on award termination, refer to Part 8 of the 2023 Hazard Mitigation Assistance Program and Policy Guide.

If the mitigation plan is not approved by FEMA within 12 months of the award, and if the subaward also involved a mitigation planning award, FEMA should notify the recipient of its failure to meet the additional specific award or subaward conditions and request that the issue be corrected following remedies for non-compliance procedures in Part 8 of the 2023 Hazard Mitigation Assistance Program and Policy Guide. If compliance cannot be achieved, FEMA will apply a remedy action to the planning subaward to address the non-compliance and may, as a result, withhold assistance, recoup assistance, suspend or terminate the planning subaward.

14. Phased Projects

In general, sufficient technical information is provided by the applicant or subapplicant to allow FEMA to make an eligibility determination on a subapplication. The costs to obtain this information are generally eligible as pre-award costs. However, in some cases it is beyond the subapplicant's technical and financial resources to provide the complete technical information required for a full eligibility or EHP review of a complex project. The applicant and FEMA may provide technical assistance to the subapplicant to develop this complete body of technical data by approving a subapplication to finalize Phase I analysis and design, conduct applicable engineering studies, prepare a Benefit-Cost Analysis (BCA), and provide documentation for an EHP review. The Phase I deliverables provide FEMA with a technical body of information mutually concurred on by the subrecipient, the recipient, and FEMA to

determine project eligibility, technical feasibility, and cost effectiveness. If the results of the Phase I review indicate that the project meets FMA requirements, the project would then be eligible for funding for construction under a Phase II approval. Phase I funding is part of the project's total estimated cost and is subject to FMA cost-share requirements.

The use of a phased approach should be limited to complex projects (i.e., Localized Flood Risk Reduction Project) that require technical or EHP data beyond the scope of that generally required for a typical FMA activity or project. The following provides guidelines and outlines the process for selecting projects for Phase I/Phase II project approval.

a. Pre-screening Process

The subapplicant must submit documentation showing the project meets the following criteria for a Phase I approval:

- *State or Tribal (Standard or Enhanced) Mitigation Plan:* The proposed project must be consistent with the State or Tribal (Standard or Enhanced) Mitigation Plan as well as the local or Tribal Mitigation Plan for the jurisdiction in which the activity is located.

- *Justification for Selection of the Proposed Project:* Justification must be provided for the selection of the proposed solution after consideration of at least two alternative options.

- *Potential Cost-Effectiveness:* The project demonstrates potential cost-effectiveness based on a preliminary assessment of anticipated project benefits and cost. The subapplicant must be aware that this preliminary assessment is solely for the purpose of the Phase I pre-screening process and is not the final cost-effectiveness determination. A preliminary BCA is required at the time of application. This requirement does not apply to a small and impoverished communities as defined in 44 C.F.R. 201.2., federally recognized Tribal government, or subapplication that benefits or primarily benefits a Community Disaster Resilience Zone, where the subapplicant is unable to calculate a BCR to demonstrate cost-effectiveness as stated in Section D.11.a

- *EHP Review:* The Phase I review generally is categorically excluded from further review under NEPA with some exceptions. EHP Phase I review should identify any potential EHP compliance issues and information needs required for Phase II review.
- *Relevant Technical Data:* The subapplicant provides available technical data such as existing or preliminary hydrologic and hydraulic data or preliminary geotechnical data, as appropriate.

b. Phase I Award

The applicant and FEMA may approve projects meeting the above requirements for technical assistance under a Phase I award. FEMA and the applicant will coordinate closely to ensure

mutual concurrence on all data and technical information as well as any conditions included in the Phase I Award as the Phase I technical review process proceeds. The following conditions must be met through the Phase 1 deliverables prior to progressing to Phase II:

- *Relevant Technical Data:* The applicant and FEMA will review technical data such as hydrologic and hydraulic, environmental, and geotechnical studies provided by the subapplicant, as appropriate.
- *Preliminary Engineering Design:* Based on the technical data, the subapplicant develops a preliminary engineering design and layout and cost estimates with ad hoc technical assistance from the applicant and FEMA.
- *Milestones:* As available, the subapplicant must provide clear milestones (including those that will have Go/No Go criteria for competition projects) and proposed timelines, and a list of potential final deliverables.
- *EO 11988, as amended by EO 13690:* If applicable, based on the technical data and revised engineering design, the project must demonstrate compliance with floodplain management requirements under this EO. If a Flood Insurance Rate Map (FIRM) amendment or revision will be necessary under the provisions of the National Flood Insurance Program (NFIP), the applicant and FEMA will provide the subapplicant with technical assistance to meet this requirement.
- *Refinement of the Cost-Effectiveness Assessment*: Based on the revised design and cost estimates, the applicant and FEMA will refine the preliminary assessment of cost-effectiveness conducted prior to Phase I approval. This will result in a final BCR to evaluate the project's cost-effectiveness, which will include all the project costs, including those associated with Phase I.
- EHP Review: The applicant and FEMA will conduct a review of the revised project design to ensure EHP compliance. The project will meet EHP requirements before Phase II approval.
- Note that eligible activities under a Phase I award are defined in the award package and are based on the submitted and reviewed Phase I scope of work. A complete and eligible Phase II application, including environmental consultations, demonstration of technical feasibility, and an updated benefit-cost analysis, must be submitted to and approved by FEMA prior to the initiation of any tasks not included in the approved Phase I scope of work.

c. Phase II Award Amendment - Construction Process

If the project is determined to be eligible, technically feasible, cost effective, and compliant with EHP requirements under the technical review of Phase I deliverables, the project may then be approved for construction under Phase II.

Additional federal funds may be approved in Phase II, subject to the availability of funds.

In general, a contractor who develops the HMA grant application project specifications or is contracted to provide direct assistance with the completion and submission of a grant application, is generally prohibited from competing for the related construction work *See* 2 CFR § 200.319(b) and subsection H.7.b: Procurement Integrity: Competition and Conflicts of interest of this NOFO.

15. Integrating Hazard Mitigation and Planning

In addition, SLTTs are encouraged, but not required, to pursue hazard mitigation planning and projects with co-benefits that advance shared outcomes for economic, environmental, and social resilience.

Alignment with SLTT planning mechanisms (economic development, housing, comprehensive plans, transportation plans, building codes, floodplain ordinances, etc.) by and vice versa is vital to build safer, more resilient, equitable communities. This two-way exchange of hazard mitigation principles, risk and vulnerability assessments, and mitigation strategies supports community-wide risk reduction, both before and after disasters occur. Not only will SLTT planning efforts be better integrated, but by going through this process there is a higher level of interagency coordination, which is just as important as the planning mechanisms. Additional information on Plan Integration can be found at Implement, Integrate and Maintain Mitigation Planning Activities | FEMA.gov, Guides to Expanding Mitigation | FEMA.gov, and https://planning.org/nationalcenters/hazards/.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: J1
2023-1692

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Roll Call

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

FINANCIAL IMPACT:
N/A

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Craig Cates, District 1
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Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: J2
2023-1693

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

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

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

FINANCIAL IMPACT:
N/A

J3

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: J3
2023-1694

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Approval of the minutes for the October 18, 2023 meeting.

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

LAmin23-10-18.pdf

FINANCIAL IMPACT:
N/A

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY
GOVERNING BOARD

October 18, 2023 Meeting Minutes

The Governing Board of the Monroe County Comprehensive Plan Land Authority held a regular meeting on Wednesday, October 18, 2023. The meeting was a hybrid format with the Governing Board members assembled at the Marathon Government Center located at 2798 Overseas Highway Marathon, Florida. Some members of the public participated via Communications Media Technology (CMT) using a Zoom Webinar platform, while other members of the public attended the meeting in person. Chairman David Rice called the meeting to order at 9:41 AM.

G-1 Roll Call. Present and answering roll call, in addition to Chairman David Rice, were Commissioner Craig Cates, Commissioner Michelle Lincoln, Commissioner Holly Raschein, and Commissioner Jim Scholl. Attending the meeting in person was Executive Director Christine Hurley. Attending via CMT were Senior Property Acquisition Specialist Mark Rosch, Property Specialist Dina Gambuzza, Office Manager John Beyers, and Counsel Greg Oropeza.

G-2 Bulk Approvals. A motion was made by Commissioner Lincoln and seconded by Commissioner Raschein to approve items G.3 though G.20 and G.22 in bulk. Item G.21 was held for discussion.

G-3 Approval of the minutes for the September 6, 2023 Budget meeting, September 20, 2023 Budget meeting and September 20, 2023 Regular meeting.

G-4 Monroe County Land Authority Executive Director Monthly Report for October, 2023 (through September 30, 2023).

G-5 Review of MCLA expenses for the time period of 9/1/23 through 9/30/23.

G-6 Commissioner Lincoln – Approval to re-appoint Leslie Valant to the Land Authority Advisory Committee.

G-7 Chairman Rice – Approval to appoint Marv Schindler to the Land Authority Advisory Committee.

G-8 Approval of a contract to purchase Tier 3 property for conservation - Block 8, Lot 23, Cahill Pines and Palms on Big Pine Key near mile marker 30 from Eladio Lima and Blanca T. Lima for the price of $90,000.

G-9 Approval of a contract to purchase Tier 1 property for conservation - Big Pine Key Acreage (Parcel ID #00112310-000100) on Big Pine Key near mile marker 32 from the Estate of Dale L. Yingst and the Estate of Joan M. Yingst for the price of $80,000.

G-10 Approval of a contract to purchase Tier 2 property for conservation – Block 10, Lot 3, Eden Pines Colony First Addition on Big Pine Key near mile marker 30 from Candido Velez for the price of $75,000.

G-11 Approval to add Block 8, Lots 1, 2, 15, 16, 17, and adjacent filled bay bottom, Palm Villa on Big Pine Key to the Acquisition List as a conservation site with a ROGO exemption that will be transferred offsite for affordable housing.

G-12 Approval of a contract to purchase Tier 1 property for conservation and a ROGO exemption for affordable housing – Block 8, Lots 1, 2, 15, 16, 17, and adjacent filled bay bottom, Palm Villa on Big Pine Key near mile marker 31 from Vu Luong and Vien Vo for the price of $750,000.

G-13 Approval of the First Amendment to Option Agreement for Sale and Purchase to sell pre-acquired Florida Forever land described as Lot 1, Block 41, Second Addition to Port Pine Heights on Big Pine Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida extending the Option Expiration Date to December 3, 2023.

G-14 Approval of the First Amendment to Option Agreement for Sale and Purchase to sell pre-acquired Florida Forever land described as Lot 29, Block 13, North Sugarloaf Acres Section Two on Sugarloaf Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida extending the Option Expiration Date to December 3, 2023.

G-15 Approval of the First Amendment to Option Agreement for Sale and Purchase to sell pre-acquired Florida Forever land described as Lot 46, Sugarloaf Townsite on Sugarloaf Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida extending the Option Expiration Date to December 3, 2023.

G-16 Approval of the First Amendment to Option Agreement for Sale and Purchase to sell pre-acquired Florida Forever land described as Lots 29 and 30, Block 6, Bay Haven Section 2 on Key Largo to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida extending the Option Expiration Date to December 3, 2023.

G-17 Approval of the First Amendment to Option Agreement for Sale and Purchase to sell pre-acquired Florida Forever land described as Parcel BB, Cudjoe Acres on Cudjoe Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida extending the Option Expiration Date to December 3, 2023.

G-18 Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lots 1-2, Block 1; Lots 1-10, Block 3; Lots 1-12, Block 4; Lots 1-6, Block 5; and Lots 1-6, Block 6, Marion Park on Key Largo to the Board of Trustees of the

Internal Improvement Trust Fund of the State of Florida for the price of $300,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. [Resolution 40-2023]

G-19 Approval of a resolution of the Monroe County Comprehensive Plan Land Authority authorizing the conveyance of real property located at Block 22, Lot 11, Big Pine Cove Subdivision (PB 3-131), on Big Pine Key; Block 3, Lot 5, Sam-N-Joe Subdivision (PB 3-76), on Big Pine Key; Block 1, Lot 8, Amended Plat of The Ladies Acre (PB 5-96), on Little Torch Key; and Block 1, Lot 9, Amended Plat of The Ladies Acre (PB 5-96), on Little Torch Key to Monroe County for Affordable Housing subject to a Land Use Restriction Agreement (LURA). [Resolution 41-2023]

G-20 Approval of Reservation of ROGO Exemption as evidenced by ROGO Exemption Request File #2017-R179 and authorization for Chairman to sign instrument.

G-22 Approval of Final Adjusted Purchase Price of $92,000 for the sale of pre-acquired Florida Forever land described as Lot 29, Block 13, North Sugarloaf Acres Section Two on Sugarloaf Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

There being no objections, the motion carried (5/0).

G-21 Discussion and direction regarding a request by Rural Neighborhoods, Inc. (RN) Developer, and The Landings at Sugarloaf Key, LLC (LSK) Property Owner, requesting $2,240,000 as a 50 year, zero interest loan for construction funding from the Monroe County Land Authority (MCLA) or $2,800,000 for property acquisition of the land needed to develop 56 affordable housing units at The Landings at Sugarloaf Key. Ms. Hurley and Steven Kirk, President of Rural Neighbors, Inc. addressed the Board and presented two options for the South Pointe Sugarloaf affordable housing project. The first option would be for MCLA to contribute construction funding towards the project and the second option would be for MCLA to acquire the property, convey to the BOCC, and then lease the land for 99 years to Rural Neighbors, Inc. The Governing Board preferred the second option, as this would provide long-term control of the investment for the affordable housing project in perpetuity. The Board directed staff to work with the Developer and Property owner and bring back an item for their consideration.

There being no further business, the meeting was adjourned at 9:59 AM.

Minutes prepared by: _____
Christine Hurley
Executive Director

Approved by the Board on: _____

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: J4
2023-1696

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Review of MCLA expenses for the time period of 10/1/23 through 10/31/23.

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Monthly Expenses 10-2023.pdf

FINANCIAL IMPACT:
N/A

MCLA Expenses 23.10.01 - 23.10.31

MCLA Expenses
NO PR CHECKS: All Payroll Direct Deposited to Employee's Bank Account

Account	Vendor	DATE OF PAYMENT	AMOUNT
825	A/C member	10/06/23	$100.00
825	A/C member	10/06/23	$100.00
825	A/C member	10/06/23	$100.00
825	A/C member	10/06/23	$100.00
840	Employee mileage reimb.	10/06/23	$46.90
840	Employee mileage reimb.	10/06/23	$196.19
876	Scull & Scull, P.A	09/08/23	$6,506.28
922	MC BOCC Ins. Deductions	10/06/23	$472.53
881	Fed Ex	10/06/23	$9.31
895	FKAA	10/06/23	$49.30
895	FKAA	10/06/23	$49.30
872	Worxtime	10/06/23	$529.76
602	True Title of Florida Keys, Inc.	10/11/23	$56,297.25
901	MCBOCC AT&T	10/20/23	$218.00
923	MCBOCC Workers Comp.	10/20/23	$189.91
840	Employee mileage reimb.	10/20/23	$15.41
996	Florida Department of Economic Opportunity	10/20/23	$175.00
602	Marr & Associates Appraisal	10/20/23	$5,000.00
810	Monroe County School Board fuel	10/20/23	$39.78
922	MC BOCC Ins. Deductions	10/20/23	$472.53
871	Oropeza Stones & Cardenas	10/20/23	$5,460.00
981	Xerox Corporation	09/22/23	$235.28
895	MCBOCC office space rental -utilites	10/21/22	$7,900.60
		Monthly Total	**$84,263.33**

J5

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: J5
2023-1719

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: A Public Hearing to consider Approval of a Resolution amending the Fiscal Year 2024 budget.

ITEM BACKGROUND:
Under the Third Amended and Restated Interlocal Agreement Regarding the Administration of Land Acquisition Programs between the Monroe County Land Authority and the County, once County employees occupying the positions listed in the agreement, separate from employment of said positions, the new hires are to become Land Authority employees, with salaries and benefits funded by the County on a reimbursement basis.

Two BOCC positions, Land Steward Assistant FMENV-020 and Land Steward Assistant FMENV-021 have or will be separating from County employment, sand therefore, the Land Authority will hire and manage these positions and seek reimbursement of these expenses from the Monroe County Environmental Land Management and Restoration Fund (Fund 160, aka MCELMRF), a non-ad valorem fund established pursuant to BOCC Resolution 149-2022.

This occurrence has necessitated a budget amendment for FY2024.

aid positions are to become Land Authority positions with salaries and benefits funded by the BOCC on a reimbursement basis.

PREVIOUS RELEVANT BOCC ACTION:
September 20, 2023 - Final Budget Hearing establishing FY2024 Budget

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

2024 Resol Amend 12-13-23.pdf
2022 ILA-Third Amended and Restated.pdf

FINANCIAL IMPACT:
Net Zero

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AMENDING THE FISCAL YEAR 2024 BUDGET.

WHEREAS, the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority") was created pursuant to section 380.0661, Florida Statutes and Monroe County Ordinance No. 31-1986; and

WHEREAS, the Land Authority held a public hearing on December 13, 2023 at 9:25 AM at the Harvey Government Center in Key West, Monroe County, Florida to amend the Fiscal Year 2024 Budget; and

WHEREAS, the public hearing participants were also provided the option of participating in said hearing via Communications Media Technology using a Zoom Webinar platform; and

WHEREAS, the Land Authority and the Monroe County Board of County Commissioners (BOCC) have entered into the Third Amended and Restated Interlocal Agreement Regarding the Administration of Land Acquisition Programs; and

WHEREAS, said Agreement specifies that once the employees occupying the BOCC positions Land Steward Assistant FMENV-020 and Land Steward Assistant FMENV-021 separate from employment, said positions are to become Land Authority positions with salaries and benefits funded by the BOCC on a reimbursement basis; and

WHEREAS, the employee occupying the Land Steward Assistant FMENV-021 position has resigned and the employee occupying the Land Steward Assistant FMENV-020 position has indicated he will be retiring in FY 2024; and

WHEREAS, it is necessary to amend the Land Authority budget to account for the salary and benefits expense under the appropriation portion of the budget and revenue that will be received by reimbursement from the BOCC.

NOW, THEREFORE, BE IT RESOLVED BY THE LAND AUTHORITY that the Fiscal Year 2024 Budget of $35,418,143 is hereby amended to be $35,540,000 as shown in Attachment A.

PASSED AND ADOPTED by the Land Authority at a meeting on this 13th day of December, 2023.

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

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

_____
Christine Hurley
Executive Director

_____
David P. Rice
Chairman

Approved as to form and legality:

_____
Gregory Oropeza, Esquire

ATTACHMENT A
MONROE COUNTY LAND AUTHORITY
11/8/23 FY 2024 BUDGET AMENDMENT

	Current Budget FY 2024	Increase/ (Decrease)	Amended Budget FY 2024
Revenues:			
Intergovernmental			
Tourist Impact Tax - Restricted - Key West	$2,962,155	$0	$2,962,155
Tourist Impact Tax - Restricted - FL Keys	$3,280,428	$0	$3,280,428
Park Surcharge - Restricted	$378,837	$0	$378,837
Tourist Impact Tax & Park Surcharge - Administration	$370,650	$0	$370,650
Fund Balance Forward			
Tourist Impact Tax - Restricted - Key West	$12,887,903	$0	$12,887,903
Tourist Impact Tax - Restricted - FL Keys	$0	$0	$0
Park Surcharge - Restricted	$0	$0	$0
Assigned and Unassigned	$12,671,283	$0	$12,671,283
Miscellaneous			
Interest Income	$250,000	$0	$250,000
BOCC Reimbursement for MCLA Employee	$0	$128,270	$128,270
Sale of Land	$4,481,000	$0	$4,481,000
Less 5%	-$1,864,113	-$6,413	-$1,870,526
Total Revenues	$35,418,143	$121,857	$35,540,000
Appropriations:			
Salaries, Benefits, and General Operating Expenses	$1,152,000	$152,500	$1,304,500
Operating FL Keys ACSC - Forgivable Mortgages	$0	$0	$0
Operating FL Keys ACSC - Construction Funding	$0	$0	$0
Operating Key West ACSC - Forgivable Mortgages	$0	$0	$0
Operating Key West ACSC - Construction Funding	$0	$0	$0
Capital Outlay			
Office Equipment	$10,000	$0	$10,000
FL Keys Area of Critical State Concern	$14,112,837	-$30,643	$14,082,194
ROGO Reserve	$3,293,248	$0	$3,293,248
Key West Area of Critical State Concern	$15,850,058	$0	$15,850,058
Reserves			
Contingency	$500,000	$0	$500,000
End of Year Cash	$500,000	$0	$500,000
Total Appropriations	$35,418,143	$121,857	$35,540,000

Kevin Madok, CPA

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

DATE: October 11, 2022

TO: Christine Hurley
Executive Director

ATTN: Dina Gambuzza
Office Manager

FROM: Liz Yongue, Deputy Clerk

SUBJECT: September 21st BOCC Meeting

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

G1 Third Amended and Restated Interlocal Agreement between Monroe County Land Authority (MCLA) and the Monroe County Board of County Commissioners (BOCC) regarding the administration of Land Acquisition and Management Programs.

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

cc: County Attorney
Finance
File

THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE MONROE COUNTY LAND AUTHORITY AND THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY REGARDING THE ADMINISTRATION OF LAND ACQUISITION PROGRAMS

THIS THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this 21st day of September 2022 by and between the **MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter "MCLA") and the BOARD OF COUNTY COPMMISSIONERS,** a political subdivision of the State of Florida **(hereinafter "BOCC").**

WHEREAS, MCLA and the BOCC entered into that certain Interlocal Agreement Between the Monroe County Land Authority and the Board of County Commissions of Monroe County Regarding the Administration of Land Acquisition Programs ("ILA") on July 21, 2021; and

WHEREAS, MCLA and the BOCC amended Interlocal Agreement between the Monroe County Land Authority and the Board of County Commissioners of Monroe County regarding the Administration of Land Acquisition Programs ("ILA") on September 15, 2021 and June 15, 2022; and

WHEREAS, MCLA and the BOCC wish to enter into this 3rd Amended and Restated Interlocal Agreement.

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

SECTION 1 - RECITALS: The above recitals are true and correct and are incorporated herein by reference. The parties intend for this Agreement to address program administration of acquisition programs described below.

SECTION 2 - ADOPTION: The Second Amended and Restated Interlocal Agreement between MCLA and BOCC dated June 15, 2022, is hereby repealed, and replaced by this Third Amended and Restated Interlocal Agreement.

SECTION 3 - PROGRAMMING: MCLA's administration will include grant management of the BOCC programs outlined below (hereinafter the "Programs"), including, but not limited to seller and/or buyer coordination; negotiating purchase and sale agreements; ordering due diligence products on behalf of the BOCC including but not limited to appraisals, boundary surveys, environmental assessments and any other inspections required in order to facilitate the BOCC's acquisition; and ordering closing services, title commitments, and title insurance policies on behalf of the BOCC. The MCLA staff shall be responsible for preparing all agenda items necessary to accomplish the purposes of this agreement, including but not limited to agenda items requiring BOCC approval. MCLA staff shall coordinate with BOCC staff as to placement on the

appropriate segment of the BOCC portion of the agenda. Lands acquired under said Programs shall be purchased with funds from either the BOCC or the referenced grant Programs and shall be titled in the BOCC. MCLA's administration shall include land stewardship activities pursuant to Program IV below when the acquired properties are suited for management as conservation land. Otherwise, the BOCC agrees to maintain the acquired properties and MCLA's administration shall include coordinating with BOCC staff (Facilities Maintenance, Parks and Beaches, or Project Management) regarding maintenance activities such as mowing, trash removal, etc. when needed.

PROGRAMS:

I. Less Than Fee Acquisition Program: This is a less than fee program to retire the rights to build dwelling units where the subject lot is owned by the adjoining homeowner.

II. Density Reduction Acquisition Program: This is a fee simple acquisition program for those lots that are not suited for management as conservation land. The program was established to retire the rights to build dwelling units on said lots pursuant to the 2016 Interlocal Agreement between MCLA and the BOCC.

Density Reduction Resale Program: A program to resell Density Reduction Lots (lots not suited for management as conservation land) subject to deed restrictions prohibiting development with dwelling units.

III. Conservation Land Stewardship Program: This is a program to manage conservation lands using the Monroe County Environmental Land Management and Restoration Fund (Fund 160, aka MCELMRF), a non-ad valorem fund established pursuant to BOCC Resolution 149-2022. Said lands consist of conservation lands owned by the BOCC, conservation lands leased to the BOCC by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and conservation lands owned by MCLA.

IV. Community Development Block Grant – Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program: This is a program to purchase and demolish improved properties that were damaged during Hurricane Irma and to acquire the associated ROGO exemptions pursuant to BOCC Resolution 150-2020, thereby amended on March 17, 2021. Properties acquired under this program must be maintained for open space, recreation, or stormwater management.

V. Hazard Mitigation Grant Program (HMGP) Acquisition and Demolition; Elevation: This is a program to purchase and demolish improved properties that were damaged during Hurricane Irma, to acquire the associated ROGO exemption, and to maintain the acquired properties as open space or to Elevate Existing Structures above minimum flood elevation requirements funded by Federal Emergency Management Agency (FEMA).

Flood Mitigation Assistance (FMA) Acquisition and Demolition; Elevation: This is a program to purchase and demolish improved properties that were damaged during Hurricane Irma or other flood events, to acquire the associated ROGO exemption, and to maintain the acquired properties as open space or to Elevate Existing Structures above minimum flood elevation requirements funded by Federal Emergency Management Agency (FEMA).

VI. Florida Forever Program: MCLA will coordinate with Florida Department of Environmental Protection (DEP) and Department of Economic Opportunity (DEO) regarding the State's acquisition of property within Florida Forever projects. MCLA will serve as the BOCC's agent in implementing the 2017 Memorandum of Agreement, as subsequently amended, between Monroe County and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and will assist DEP in identifying willing sellers within Florida Forever projects. Nothing in this agreement shall prevent the MCLA from working cooperatively with the DEP on acquisitions of qualifying properties under the existing statutes, regulations, and ordinances governing land acquisitions by both entities.

VII. Code Compliance Foreclosure Lot Coordination: After the B.O.C.C. has acquired title to a lot either through a deed in lieu of foreclosure or through court action arising from a Code Compliance Lien, the MCLA may assist in management of a lot if it will be classified as conservation lots, preserved as density reduction lots, or resold after removal of development rights in accordance with the programs described above managed by the MCLA.

The following procedures apply for the reimbursement of staff time spent on programs listed in Section 3:

MCLA responsibilities include:

A. In accordance with the ILA and this Amendment, MCLA agrees to assist the County in implementation of the CDBG-DR VHBO and HMGP & FMA by providing associated services needed to fulfill the Subrecipient Agreement responsibilities in implementation of the Programs including but not limited to developing procedures, assisting with procurement, construction, underwriting administration, deed restriction development, real estate instrument development, title reviews, recording, etc.

B. In accordance with the ILA and this Amendment, MCLA agrees to assist the County in implementation of the programs of the Interlocal by providing services needed to fulfil grant administration.

County responsibilities include:

A. The County agrees to reimburse the MCLA at 100% the actual cost of salary, as well as FICA taxes, withholding taxes, state and federal unemployment taxes, and retirement benefits for program management and administration for the CDBG-DR,

HMGP, and FMA programs, in accordance with State and Federal Program regulations.

B. If allowable under a grant agreement, the County shall provide payment under this Agreement on a cost reimbursement basis after the granting agency reimburses the County for the expenses incurred. For grant agreements requiring County disbursement of funds prior to grant reimbursement, the County will provide payment to MCLA and then request reimbursement from the granting agency. If reimbursement under the grant is denied, MCLA will be required to refund the payment to the County.

C. Reimbursement shall be made based on the MCLA's submission and the County's approval of a invoice. Payment shall be made in accordance with the Florida Local Government Prompt Payment Act. The MCLA agrees to provide the County with documentation of all staff hours expended each pay period on a form prescribed by the County. The County may require documentation of expenditures prior to approval of the invoice and may withhold payment if services are not satisfactorily completed or the documentation is not satisfied. Any payment due or any approval necessary under the terms of the Agreement may be withheld until all evaluation and documentation expenditures due from the MCLA and necessary adjustments thereto, have been approved by the County. However, the County agrees to use due diligence in approving and to proceed with a sense of urgency and priority in making reimbursement to the MCLA.

D. The County shall reimburse those reimbursable expenses that are reviewed and approved as complying with any and all grant agreements.

E. After the Clerk of the BOCC examines and approves the request for reimbursement, the BOCC shall reimburse MCLA.

F. Reimbursement by the County shall be made to the MCLA at the following address:

Monroe County Land Authority Office
1200 Truman Avenue, Suite 207
Key West, FL 33040

G. The payments from the County to the MCLA made pursuant to this Agreement are sourced from reimbursement from the granting agencies.

SECTION 4 - FINANCING: The BOCC will continue to handle the financial services and funding (including, but not limited to: budgeting, purchasing/bids/procurement, payment to vendors and applicants, and auditing) for the Programs referenced above. The current funds include: Fund 316 Acquisition Fund; Fund 160 Monroe County Environmental Land Management and Restoration Fund (MCELMRF); CDBG-DR; HMGP; and FMA. The Clerk of the Court will continue to issue vendor payments. and

BOCC FTE payroll. The Clerk will maintain BOCC financial statements including annual single audit report and audit function of BOCC.

SECTION 5 – EMPLOYMENT: The positions referenced below will be BOCC payroll positions and to the extent not funded by the referenced grants, will be funded by the BOCC, as long as the persons currently within the positions remain employed in that position. Such funding shall include all ancillary funding necessary for such employee, including, but not limited to office space, technology, cell phone, insurance benefits, retirement benefits and vehicle(s) necessary to implement each position. Additionally, MCLA Executive Director, to the extent possible, will bill the grant Programs for time expended by the MCLA Executive Director. When grant funds are no longer available to fund personnel services, BOCC will continue to fund the positions, subject to annual appropriation, unless otherwise agreed to.

STAFFING: POSITION NUMBERS:

Land Steward GMGM-005
Land Steward Assistant GMENV-020
Land Steward Assistant GMENV021
Acquisition Manager GMPLN-032
Mitigation Administrator GMBLG-053

The positions listed above will be managed by and report to the MCLA Executive Director, according to the BOCC adopted Personnel Policies and Procedures (PPP), as may be amended from time to time, as well as the Career Service Council Act and corresponding rules and regulations. In the case of any suspension, discharge, reduction in pay, or demotion of such employees, the Executive Director shall be required to obtain County Administrator approval with a review by the Employee Services Director and County Attorney to assure the Executive Director followed the PPP.

SECTION 6: Any new positions that will be added will be MCLA positions. If, at any time, any of the employees currently occupying the positions listed above leaves the position or separates from employment with Monroe County, the position will from that point forward be an MCLA employee, and MCLA will be the employer for all purposes for that position. In this case, the parties will work in good faith to amend this agreement to fund the position appropriate to the program.

For each of the five (5) positions listed above, while the position is held by a BOCC employee but managed by the MCLA Executive Director, MCLA agrees to indemnify and hold harmless the BOCC for any and all employment claims filed by the employee arising out of the employment, including but not limited to: workers' compensation; unemployment; and any claims arising out of federal, state or local laws including but not limited to alleged violations of Americans with Disabilities Act as amended, Title VII, and Section 504 of the Rehabilitation Act of 1973, to the extent the costs of such claims exceed any insurance coverage provided to the MCLA through the County. The

term "claim" shall include liability or potential liability for wages and all other forms of damages, as well as attorneys' fees and costs.

As long as BOCC funded employees are assigned work under the MCLA pursuant to this Section, the parties shall review this section no later than July 1 of each year to determine if any BOCC funded positions should be transitioned to the MCLA. The parties shall work cooperatively to seek any legislative changes to the MCLA enabling statute and/or ordinance that are necessary to formalize the transfer of the BOCC funded positions and programs to the MCLA.

SECTION 7 - GIS SERVICES: The BOCC will provide GIS services related to land acquisition, and access and maintenance of related GIS layers. In addition, the BOCC will continue to support and provide access to systems, files, and data bases to support the Programs, including but not limited to Alchemy, Community PLUS, county data servers and file directories, and permitting software platforms.

SECTION 8 - EXECUTIVE DIRECTOR VEHICLE: The BOCC will transfer vehicle 1001/9384 vehicle to the MCLA. The MCLA will pay the maintenance, repair, and replacement cost of the vehicle by invoice.

SECTION 9 - MISCELLANEOUS:

I. Modifications to this Agreement shall be valid only when reduced to writing and duly signed by all parties. If any term or provision of this Agreement shall be invalid or unenforceable to any extent, the parties agree to comply with the remaining terms and provisions, unless compliance with the remaining terms and provisions would prevent the accomplishment of the original intent of the agreement between the parties. Either party may terminate this Agreement at any time, with or without cause. Termination shall take effect upon receipt of written notification by a party to the other party.

II. Notification under this Agreement shall be made by hand delivery, U.S. certified mail, return receipt requested, or an express mail with proof of delivery. Notification by a party shall be delivered as follows:

Monroe County Administrator
1100 Simonton Street
Key West, FL 33040

Monroe County Attorney
1111 12th Street, Suite 408
Key West, FL 33040

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

Gregory S. Oropeza, Esquire, Attorney for Monroe County Land Authority
221 Simonton Street
Key West, FL 33040

SECTION 10 – EFFECTIVE DATE: This amendment shall become effective upon execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereto duly authorized.

(Seal)

KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor David P. Rice

APPROVED FOR FORM AND LEGAL SUFFICIENCY FOR RELIANCE BY THE MONROE COUNTY B.O.C.C. ONLY:

Robert B. Shillinger
Digitally signed by Robert B. Shillinger
DN: cn=Robert B. Shillinger, o=Monroe County BOCC, ou=Monroe County Attorney, email=shillinger-bob@monroecounty-fl.gov, c=US
Date: 2022.09.26 12:35:25 -04'00'

By: _____
Robert B. Shillinger, County Attorney

FILED FOR RECORD
2022 OCT 11 AM 11:54
CLERK CIR. CT.
MONROE COUNTY, FL

(Seal)

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

By: _____
Christine Hurley, Executive Director

Date: _____
David P. Rice, Chairman

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
Gregory S. Oropeza, Esquire

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number:
2023-1775

BULK ITEM: No **DEPARTMENT:** Administration

TIME APPROXIMATE: **STAFF CONTACT:**

AGENDA ITEM WORDING: No items submitted.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: L1
2023-1742

BULK ITEM: Yes

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Katie Atkins

AGENDA ITEM WORDING: Approval of a sponsorship donation in the amount of $2,000.00 from the Key West International Airport to Keys Area Health Education Centers (AHEC) for the purpose of smoking cessation efforts and in accordance with Resolution 123-2021.

ITEM BACKGROUND:
The Airport wishes to promote goodwill toward the County and the Airport and sponsor smoking cessation programs provided by Keys Area Health Education Centers (AHEC). Seeing as how the smoking patio at Key West International Airport will close during the month of November due to the ongoing Concourse A and Terminal Improvements project, it is appropriate that this donation occur during Lung Cancer Awareness Month and the Great American Smokeout.

Per the attached documents, Keys AHEC is now in its 17th year and works with Tobacco Free Florida to offer smoking cessation classes/sessions to serve those who enroll. The sponsorship will reach thousands of residents and visitors by way of social media, websites, and promotional material. In turn, valuable information on smoking cessation will reach the thousands of visitors who use Key West International Airport each month.

PREVIOUS RELEVANT BOCC ACTION:
Approval of Airport promotional sponsorship Resolution No. 123-2021 on March 17, 2021.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Bulk Approval

DOCUMENTATION:

Resolution 123-2021.pdf
Keys AHEC Sponsorship Form.pdf

FINANCIAL IMPACT:
Effective Date:
Expiration Date:
Total Dollar Value of Contract: $2,000.00
Total Cost to County: $-0-
Current Year Portion: -0-
Budgeted: Yes
Source of Funds: Airport Operating Fund 404
CPI:
Indirect Costs:
Estimated Ongoing Costs Not Included in above dollar amounts:
Revenue Producing: N/A If yes, amount: N/A
Grant: County Match: Insurance Required: No Additional Details:

RESOLUTION NO. 123 – 2021

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA DELEGATING AUTHORITY TO THE DIRECTOR OF AIRPORTS AND APPROVING THE USE OF KEY WEST INTERNATIONAL AIRPORT ENTERPRISE REVENUE FUNDS TO BE USED FOR PROMOTIONAL SPONSORSHIPS.

WHEREAS, Florida Statute 331.20 grants to the Board of County Commissioners the right, power, and authority to publicize, advertise, and promote the activities of its airport in order to make known the advantages, facilities, resources, products, attractions, and attributes of its airport; and

WHEREAS, the Department of Transportation, Federal Aviation Administration has promulgated the Policies and Procedures Concerning the Use of Airport Revenue in the Federal Register at 64 Fed. Reg. 7696, February 16, 1999, and

WHEREAS, the Policies and Procedures Concerning the Use of Airport Revenues lists the permitted uses of airport revenue and includes, among other things, the full costs of activities directed towards promoting public and industry awareness of airport facilities and services; and

WHEREAS, Key West International Airport has sponsored community organizations and community events from Key West High School to the Naval Air Station Key West Air Show to the Wounded Warrior Ride; and

WHEREAS, community involvement and community outreach through paid sponsorships of community organizations help effectuate the purposes of F.S. 331.20 and promotes and engenders goodwill toward the airport and the county; and

WHEREAS, the board desires to set forth a policy permitting the use of airport enterprise revenue funds to support community promotional sponsorships;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Monroe County BOCC (The Board) desires to establish a positive relationship with the community and Key West International Airport.

Section 2. The Board finds that promotional sponsorships which raise the goodwill toward the county by making known the advantages, facilities, resources, products, attractions,

and attributes of the Key West International Airport and/or the Florida Keys Marathon International Airport serve a public purpose.

Section 3. In furtherance of this resolution, the Board incorporates the rationale set forth in the memo attached as Exhibit A as if fully set forth herein.

Section 2. The Board hereby delegates to the Director of Airports the authority to publicize, advertise, and promote the activities of its airports; to make known the advantages, facilities, resources, products, attractions, and attributes of its airport; to create a favorable climate of opinion concerning its airport and to cooperate with other agencies, public and private, to accomplish these purposes.

Section 4. Expenditure thresholds shall be based on the level of anticipated community outreach (community exposure). "Community exposure" shall be defined as the total number of individuals the outreach activity is estimated to reach. The Board hereby authorizes sponsorship expenditures to publicize, advertise, and promote the activities of its airport in the following amounts:

Rate of Community Exposure	Maximum Director Expense
Up to 5,000 people	$5,000.00
5,001 to 10,000 people	$10,000.00
Greater than 10,000	$19,999.99

PASSED AND ACCEPTED by the Board of County Commissioners of Monroe County, Florida, at a meeting of said Board held on the 17th day of March, 2021.

Mayor Michelle Coldiron	Yes
Mayor Pro Tem David Rice	Yes
Commissioner Craig Cates	Yes
Commissioner Eddie Martinez	Yes
Commissioner Mike Forster	Yes

FILED FOR RECORD
2021 APR -5 PM 2:41
CLK. CIR. CT.
MONROE COUNTY, FLA.

(SEAL)

Attest: KEVIN MADOK, Clerk

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FL

By _____
Mayor Michelle Coldiron

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/2/21

EXHIBIT A

Key West
International Airport

3491 South Roosevelt Boulevard Key West, Florida 33040

AIRPORT MEMO

From: Erick D'Leon, Asst. Director of Airports

To: Richard Strickland; Beth Leto

Date: October 30, 2020

Re: Airport Promotion and Community Relations

Introduction

The Key West International Airport is a substantial component of the Key West community and offers the island's most significant economic engine with a combined annual economic output totaling $856 million. As the Airport continues to exhibit rapid growth trends in every aspect of its operation, it is imperative for the Airport to maintain a positive relationship within its small island community. This is accomplished by strategic community outreach efforts to ensure that all citizens are aware of the Airport and express a favorable opinion of the Airport's successful future. Although generally intangible, maintaining a community relationship that promotes a positive airport outlook ensures that the Airport can continue to prosper efficiently and effectively within the physical and sociological limitations of operating on an island.

Background

The Federal Aviation Administration (FAA) deems that public use airport's expenditure of funds for the promotion of an airport and marketing of airport services are legitimate costs of an airport's operation. Additionally, the FAA entrusts airport management to assure that the level of expenditures for such purposes be reasonable in relation to the airport's specific financial situation.

Airport funds may be used to support community activities, or community organizations, if the expenditures are directly and substantially related to the operation of the airport. In addition, the policy provides explicitly that where the amount of the contribution is minimal, the airport operator may consider the "directly and substantially related to air transportation" standard to be met if the contribution has the intangible benefit of enhancing the airport's acceptance in local communities impacted by the airport.

As a point of reference, the Key West International Airport, like many other commercial airports, through a combination of Federal, State, and Airport generated funds, maintains a federally mandated Noise Insulation Program (NIP) for eligible family residences. The NIP has expended substantial funding to lessen the impact, and associated burden, of aircraft noise to single family homes and multi-family condominium facilities in Key West by way of noise insulation efforts. The multi-year program creates a cohesive environment in which the Airport and its numerous operations are an accepted part of the community's daily function.

Community Relations

Recently the Airport announced plans to pursue a major capital improvement plan combining millions of dollars in development to completely overhaul the manner in which the Airport operates. The improvements, developed to meet air service demand, include a new terminal concourse and significant roadway improvements to streamline and improve the passenger experience.

However, as the Airport continues to make significant strides in air service development, which supports the community's tourism based economy, the island of Key West is home to only twenty five thousand permanent residents. In a small town community, such as Key West, the importance of a grass roots effort to establish a positive community relationship cannot be overstated. That relationship is fostered through strategic efforts that focus on hosting community events, public outreach presentations, key marketing efforts, and the encouragement of constant feedback from the community through ad-hoc committees and other public forums.

The Airport has historically selected the neighboring Key West High School Athletics Department as a recipient of an annual sponsorship. The sponsorship offers tangible and intangible benefits to the operation of the Airport. While the relationship benefits are intangible, the tangible benefits of hometown marketing are of incredible value to the Airport and a critical focus to all promotional marketing efforts.

The local community is vital to the future success of the airport. Utilizing simple marketing efforts such as banner advertisements and other key signage, local event programs and print media, and radio advertisements are all part of a larger effort to continually keep the local community involved with the Airport. Therefore, the participation with local groups such as the Key West High School Athletics Dept., a local non-profit youth athletics dance association, or a wounded warriors ride, the effort ensures the Airport maintains a positive position within the growth and daily life of the community that supports the Airport's operation.

State and Federal Guidance

As previously stated, the FAA offers clear guidance on how revenues used for promotional/ marketing efforts, and revenues used for donations to charitable/ community service organizations are classified as permitted uses. The guidance can be found in Federal Register/ Vol. 64, Pgs. 7696-7723, Policy and Procedures Concerning the Use of Airport Revenue.

Additionally, Florida Statute 331.20 empowers the BOCC to expend funds to publicize and promote the airport and its related facilities, and to create a favorable climate of opinion in the interest of promoting and engendering goodwill toward its airport.

Policy Request

We request to clarify that promotional, marketing, and community outreach efforts in addition to charitable donations are, as defined by existing state and federal guidelines, part of the Airport's normal operating expenses. Included in those expenses, the Airport will focus on the following categories to pursue effective community relations:

Membership: Industry, Economic Development, & Other Associations

Partnership: Education, Military, & Other Agencies

Sponsorship: Youth Development, Tourism, Economic Development, Government Relations, Community, Leadership, Diversity & Inclusion

As with all other operational expenses, as these expenses are defined by the FAA, the Airport Director will be provided with the same liberties that are afforded with other aspects of the daily duties associated with the operation of the Airports. However, due to the nature of procurement for event specific memberships, partnerships, or sponsorships, as they may occur, it is not feasible to adhere to standard County procurement policies for multiple price quotes. In these cases, the Airport Director will adhere to the Monroe County Purchasing Policy guidelines for purchasing authority with relation to the purchasing levels for total dollar amount requested.

Additionally, as defined by the FAA, airport management will assure to the BOCC that the total amount of expenditures for such purposes would be reasonable in relation to the airport's specific financial situation. The specific level of director approved expenditures will be based on the level of exposure the expense will provide. For example, if the expenditure will offer a small amount of exposure, up to five thousand people, for the airport, the expense will be limited to five thousand dollars. If the expense will offer a medium amount of exposure, five thousand to ten thousand people, the expense will be limited to ten thousand dollars. If the expense is expected to offer the Airport a significant amount of exposure, greater than ten thousand people, such as with major events, partnerships, or marketing campaigns for air service, the expense will be limited to nineteen thousand nine hundred ninety nine dollars and ninety nine cents; see below chart.

Rate of Exposure	Maximum Director Expense
Up to 5,000 people	$5,000.00
5,000 to 10,000 people	$10,000.00
Greater than 10,000	$19,999.99

Additionally, significant exposure expenses over the Director's procurement authority will abide by the policies and procedures already outlined within the County's purchasing policy, with regard to County Manager approval and/ or BOCC approval.

Keys AHEC
Health Centers

Keys AHEC, now in its 17th year, works with Tobacco Free Florida to offer Tobacco Cessation Classes to any person wishing to become Tobacco Free. Certified Counselors offer two unique styles of classes/sessions to serve those who enroll. Sessions are offered at convenient times and locations throughout the County and even at Work Sites. Truly there has never been a better time to Quit!

Cessation Programs with Ongoing Counseling coupled with Combination NRT Therapies Double Your Chances for Success.

Keys AHEC in its efforts to expand programming would appreciate the opportunity to work with the Key West International Airport through outreach to passengers.

Level of Sponsorship:
Diamond: $5,000
Platinum: $3,500
Gold: $2,000

Gold Sponsorship:

- Digital recognition on website and social media.
- Informational material for Key West International Airport travelers in the form of pamphlets and or other print material to be placed on Airport property and viewed by thousands of travelers who use the facility.

Platinum Sponsorship:

- Digital recognition on website and social media
- Informational material

- Cessation Classes:
  - Quit Smoking Now (QSN)-4 One Hour Sessions over Four Weeks
  - Tools to Quit (TTQ)-1 Two Hour Session
- Sessions: All Sessions are Provided by a Certified Tobacco Cessation Counselor.
  - Live Small Group Sessions
  - One on One Counseling
  - Zoom Based Computer Classes
- Classes/Sessions are offered at AHEC Facilities or can be offered onsite as part of our worksite program.

Florida Keys Area Health Education Center, Inc.
5800 Overseas Hwy, Suite 38, Marathon, FL 33050
PH. 305-743-7111/Fax 305-743-7709
www.fkahec.org

Keys AHEC
Health Centers

Diamond Sponsorship:

- Digital recognition on website and social media
- Informational material.

- Cessation Classes:
  - Quit Smoking Now (QSN)-4 One Hour Sessions over Four Weeks
  - Tools to Quit (TTQ)-1 Two Hour Session
- Sessions: All Sessions are Provided by a Certified Tobacco Cessation Counselor.
  - Live Small Group Sessions
  - One on One Counseling
  - Zoom Based Computer Classes
- Classes/Sessions are offered at AHEC Facilities or can be offered onsite as part of our worksite program.
- There will be no limit to the number of attendees that may enroll and be served.
- Sessions may be offered at multiple locations throughout the County.
- Individualized Assessments and Treatment Plans for Participants.
- Ongoing Tobacco Cessation Counseling
  - Relapse Prevention Counseling
- Nicotine Replacement Therapy (NRT) Offered at No Cost
  - Patches, Gum and Lozenges for up to 4 weeks per enrollment
- Participants can enroll up to three times per year.
- Starting in November/December 2023 the State Surgeon General for the Department of Health has authorized one-time incentives for new program enrollees:
  - QSN Enrollment-$125 worth of Gift Cards to Publix-4 Sessions
  - TTQ Enrollment $50 worth of Gift Cards to Publix-1 Session

Respectfully submitted:

Michael Cunningham, CEO
October 19, 2023

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: L2
2023-1773

BULK ITEM: No

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING: Approval of the FY2024 Airline Rates and Charges for the Key West International Airport effective October 1, 2023. The rates are adjusted as follows: Terminal Rental Rate $75.90 per square foot ($5.11 increase over FY23 mid-year rate), Landing Fee Rate $3.97 ($0.28 increase over FY23 mid-year landing fee rate) and Checkpoint Security Charge $2.02 per enplaned passenger ($0.24 increase over FY23). The average Airline Cost per Enplaned Passenger (CPEP) will be $10.66 ($0.69 increase over FY23 mid-year CPEP).

ITEM BACKGROUND:

As part of the Airport's annual budget process, Newton & Associates, Inc. has updated the Airport's Rates and Charges. All airlines received the FY2024 Budget Rates and Charges on August 1, 2023, and on September 6, 2023, a meeting was conducted with the Airlines to discuss the FY2024 Budget Rates and Charges. Participating Airline representatives were from Allegiant, American and Delta. A mid-year review and a final year-end reconciliation will be conducted based upon the rate structure in place with the Airlines. Airline underpayments will be billed to the air carriers and overpayments will be refunded by the Airport via credits to air carriers' invoices.

PREVIOUS RELEVANT BOCC ACTION:

Approval of annual Airline Rates and Charges each year if changes are made.

CONTRACT/AGREEMENT CHANGES:
New Airline Rates and Charges.

STAFF RECOMMENDATION:

DOCUMENTATION:

EYW FY2024 Rates & Charges.pdf

FINANCIAL IMPACT:
Revenue producing of approximately $7,772,962 for FY2024.

KEY WEST INTERNATIONAL AIRPORT
FY 2024 Budget Rates & Charges

SUMMARY

	Mid-Year FY 2023	Budget FY 2024	Variance Amount	Variance Percent
Total Airport Operating & Maintenance Expense	$11,105,544	$11,895,553	$790,009	**7.11%**
Total Airport Capital Expense	331,543	300,388	($31,156)	**-9.4%**
Total Airport Operating, Maintenance & Capital Expense	**$11,437,087**	**$12,195,940**	**$758,853**	**6.64%**
Terminal Building:				
Terminal Requirement	$4,358,272	$4,672,893	$314,621	**7.22%**
Terminal Productive Square Footage	61,564	61,564	0	**0.0%**
Terminal Rental Rate Per Square Foot	**$70.79**	**$75.90**	**$5.11**	**7.22%**
Mid-Year Rate - 5 months	**$73.32**	**$0.00**		
Airline Square Footage - Occupied	36,233	36,233	0	0.00%
Airline Terminal Rentals - Occupied	**$2,565,026**	**$2,750,194**	**$185,168**	**7.22%**
Airline Direct Amortization Charge (Baggage Device)	$0	$0	$0	N/A
	$2,565,026	**$2,750,194**	**$185,168**	**7.2%**
Airfield:				
Net Airfield Requirement	**$3,459,680**	**$3,604,300**	**$144,619**	**4.18%**
Total Aircraft Landed Weight	938,891	909,000	(29,891)	-3.18%
Airfield Landing Fee Rate Per 1,000 Pounds	**$3.68**	**$3.97**	**$0.28**	**7.61%**
Mid-Year Rate - 5 months	**$4.11**			
Passenger Aircraft Landed Weight	925,000	895,109	(29,891)	-3.23%
Passenger Airline Landing Fees	**$3,408,494**	**$3,549,220**	**$140,726**	**4.13%**
Security Reimbursement Direct Bill Charges	**$1,302,619**	**$1,473,549**	**$170,930**	**13.12%**
Enplaned Passengers	729,221	728,871	(350)	-0.05%
Per Enplaned Passenger	**$1.79**	**$2.02**	**$0.24**	**13.18%**
Total Estimated Airline Payments	**$7,276,139**	**$7,772,962**	**$496,824**	**6.83%**
Total Cost Per Airline Enplaned Passenger	**$9.98**	**$10.66**	**$0.69**	**6.88%**

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: L3
2023-1785

BULK ITEM: No

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Pedro Mercado

AGENDA ITEM WORDING:

Approval of the disposal of the AN-24RV aircraft, serial #27308105, located at Key West International Airport, and delegation of authority to the Executive Director of Airports to negotiate and execute all required salvage agreement documents as approved by the County Attorneys office.

ITEM BACKGROUND:

An Antonov AN-24RV aircraft has been stored in the historic bunker lot located adjacent to Government Road at the western end of the Key West International Airport property, purchased by North American Aviation Inc. on September 17, 2003. Since its purchase by North American Aviation Inc., to the best of staff's knowledge and belief, the aircraft has sat idle, has had no maintenance, has had no repairs made to it, nor is it currently in the process of actively being repaired. The aircraft also does not have a current certificate of air worthiness issued by the Federal Aviation Administration. The aircraft, for all intents and purposes, has been left derelict and/or abandoned at Key West International Airport (KWIA). Staff has conducted a diligent search and located the last known address for North American Aviation Inc., as well as the contact information for the registered agent for North American Aviation Inc. With regards to derelict and/or abandoned aircraft left on a public-use airport, Florida Statute sections 705.183 and 705.182 set forth the procedures for disposal of such aircraft. Staff has followed the procedures set forth in the Florida Statutes in order to perfect its claim of lien and has completed the proper steps in the proper order and has complied with the waiting periods and time constraints set forth in said Florida Statute sections 705.183 and 705.182 in order to proceed with the disposal of the aircraft. Under section 705.182 the aircraft can be disposed of in several ways. The county could choose to retain the aircraft for use by the airport or for use by the state or the unit of local government owning or operating the airport; trade the aircraft to another unit of local government or a state agency; donate the aircraft to a charitable organization; sell the aircraft (at public auction); or dispose of the aircraft through salvage services.

In this case, initially, staff attempted to auction the aircraft. Notice of the auction was posted on the

aircraft, advertised in the Key West Citizen as well as posted on the EYW.COM website.

The auction was held on September 27, 2023 and there were no bids received. Having received no bids, staff is now requesting approval to seek out, contact and contract for salvage services in order to dispose of the aircraft in accordance with Florida Statutes. Staff is also requesting that the Executive Director of Airports be delegated authority to negotiate and execute all required salvage agreement documents as approved by the County Attorney's office.

PREVIOUS RELEVANT BOCC ACTION:
N/A

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

North American Aviation - Cuban Antonov AN-24 - Signed Notice to North American Aviation 7-14-23.pdf
North American Aviation - Cuban Antonov AN-24 - Signed Notice to Registered Agent 7-14-23.pdf
North American Aviation - Cuban Antonov AN-24 - Lien Notice to North American Aviation 9_1_23.pdf
North American Aviation - Cuban Antonov AN-24 - Lien Notice to Registered Agent 9_1_23.pdf
North American Aviation - Cuban Antonov AN-24 - Notice of Sale to North American Aviation 9_8_23.pdf
North American Aviation - Cuban Antonov AN-24 - Notice of Sale to Registered Agent 9_8_23.pdf

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FINANCIAL IMPACT:
N/A

County of Monroe
The Florida Keys

Robert B. Shillinger, County Attorney **
Pedro J. Mercado, Sr. Assistant County Attorney**
Cynthia L. Hall, Sr. Assistant County Attorney**
Christine Limbert-Barrows, Assistant County Attorney**
Derek V. Howard, Assistant County Attorney**
Peter H. Morris, Assistant County Attorney **
Patricia Eables, Assistant County Attorney
Joseph X. DiNovo, Assistant County Attorney**
Kelly Dugan, Assistant County Attorney
Christina Cory, Assistant County Attorney
Nathalia Archer, Assistant County Attorney

** Board Certified in City, County & Local Govt. Law

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David Rice, District 4

Office of the County Attorney
1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470 Office
(305) 292-3516 Fax

North American Aviation, Inc.
Attn: Mr. Dwight Barnell
300 Douglas Drive
Roanoke, Texas 76262

July 14, 2023

RE: North American Aviation Services AN-24 Aircraft

Dear Mr. Barnell,

This letter is being sent to inform you, as the Director of North American Aviation Inc., that North American Aviation Inc., to the best of my knowledge and belief, is the owner of an Antonov AN-24RV aircraft that has been left derelict and/or abandoned at Key West International Airport (KWIA). A bill of sale (attached) indicates that the aircraft was purchased by North American Aviation, Inc. on September 17, 2003. The aircraft has sat idle since its purchase and to the best of my knowledge is inoperative, does not have a current certificate of air worthiness issued by the Federal Aviation Administration, and is not in the process of actively being repaired. Since its purchase that aircraft has accrued $72,410 in storage fees.

Pursuant to Florida Statute 705.183, this letter is being provided to inform North American Aviation Inc. and all persons having an equitable or legal interest in the aircraft that:

- the aircraft has been left derelict or abandoned at KWIA,
- storage fees of $72,000 have accrued,
- the Antonov AN-24RV aircraft is subject to a lien under Florida Statute 705.183(5) for the accrued fees, and
- the lien is subject to enforcement pursuant to law.

You are also hereby notified that KWIA may cause the use, trade, sale, or removal of the aircraft in accordance with Florida Statute 705.182(2)(a), (b), (d), or (e) if, within 30 calendar days after the date of receipt of this notice, the aircraft has not been removed from the airport upon payment in full of all accrued fees.

As the Director of North American Aviation, Inc. I am hereby requesting that you contact me immediately in order to make arrangements for payment of the accrued fees and to inform us

of your plans to remove the aircraft from the airport. If you have any questions please contact me at the number provided above.

Very truly yours,

Pedro J. Mercado
Senior Assistant County Attorney



Key West
International Airport

3491 South Roosevelt Boulevard, Key West, Florida 33040
305-809-5239
Leto-Beth@monroecounty-fl.gov

INVOICE EYW2003-2023

7/14/2023

NORTH AMERICAN AVIATION
Attn: Mr. Dwight Barnell
300 Douglas Drive
Roanoke, Texas 76262

Antonov AN-24RV Aircraft Storage Fees
Cuban Registration CU T-1294
Serial Number 27308105

Aircraft Storage Fees	
From 9/17/2003 to 7/14/2023	
$10.00 per day x 7,241 days	
TOAL AMOUNT DUE	**$72,410**

Please remit payment within 30 days.

Thank you.

THIS PURCHASE AGREEMENT (hereinafter referred to as the **"Agreement"),** is made this the 17th day of September, 2003, between **MATTHEW OVERTON,** an individual whose residence is the State of Colorado (hereinafter referred to as "Seller"), and **NORTH AMERICAN AVIATION, a Delaware Corporation,** having its principal place of business at 300 Douglas Drive, Northwest Regional Airport, Roanoke, Texas 76262 ("hereinafter referred to as the "Purchaser").

WITNESSETH:

WHEREAS, Seller is the current owner of clear and marketable interest of one (1) Antonov AN-24RV aircraft, Cuban Registration CU T-1294, Serial Number 27308105, including its two(2) installed engines -- Serial No's. RA-H812007 (left engine) and RA-H9312003 (right engine), its instruments, components, accessories and equipment, and all associated aircraft logs still remaining with the aircraft -- all of the afore-stated which are incorporated herein by reference, and are hereinafter collectively referred to as the "Aircraft".

WHEREAS, Seller desires to sell the Aircraft to Purchaser and Purchaser desires to purchase the Aircraft from Seller, and the parties wish to further define the terms and conditions of the sale

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Seller and Purchaser hereby agree as follows:

BILL OF SALE

FOR TEN DOLLARS and xx/100(US$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, MATTHEW OVERTON, Individual (the "Seller"), does hereby grant, bargain, sell, transfer and deliver to NORTH AMERICAN AVIATION, INC., (the "Purchaser"), its successors and assigns, all interest in a 1972 Antonov AN-24RV aircraft, Cuban Registration No. CU T-1294 plus its two (2) attached engines S/Ns RA-H812007 and RA-H9312003 (collectively referred to as the "Aircraft")

TO HAVE AND TO HOLD the Aircraft unto the Purchaser, its successors and assigns, forever.

Seller does hereby, for itself and its successors, assigns, represent and warrant to Purchaser, its successors and assigns, that: the Seller is the lawful owner of the Aircraft; the Aircraft is free from all liens and encumbrances; and the Seller has full authority and right to sell the Aircraft.

This Bill of Sale is valid and effective to transfer good and marketable title to the aforesaid Aircraft, its engines, equipment and accessories, manuals and maintenance records to Purchaser free and clear of any and all claims, liens, encumbrances or security interest of any kind.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale this the 17th day of September, 2003.

My Commission Expires 07/01/2007

Lorie A Mora

LORIE A. MORA NOTARY PUBLIC STATE OF COLORADO

MATTHEW OVERTON
(Seller) Matthew Overton

Signature

Printed Name Matthew Overton

North American Aviation, Inc.
(Buyer)

Signature D Barnell

Printed Name
Dwight Barnell

County of Monroe
The Florida Keys

Robert B. Shillinger, County Attorney **
Pedro J. Mercado, Sr. Assistant County Attorney**
Cynthia L. Hall, Sr. Assistant County Attorney**
Christine Limbert-Barrows, Assistant County Attorney**
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Office of the County Attorney
1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470 Office
(305) 292-3516 Fax

Harvard Business Services, Inc.
16192 Coastal Hwy
Lewes, DE 19958

July 14, 2023

RE: North American Aviation Services

Dear Sir or Madam,

State of Delaware, Department of State, Division of Corporations records show that Harvard Business Services, Inc. is the registered agent for North American Aviation Inc., a Delaware Corporation having a business address of 300 Douglas Dr., Roanoke, Texas 76262. The Director of the corporation is listed as Dwight Barnell.

This letter is being sent in an attempt to contact Mr. Barnell, as the Director of North American Aviation Inc., or any other person having a legal or equitable interest in the aircraft that is the subject of this letter. North American Aviation Inc., to the best of my knowledge and belief, is the owner of an Antonov AN-24RV aircraft that has been left derelict and/or abandoned at Key West International Airport (KWIA). A bill of sale (attached) indicates that the aircraft was purchased by North American Aviation, Inc. on September 17, 2003. The aircraft has sat idle since its purchase and to the best of my knowledge is inoperative, does not have a current certificate of air worthiness issued by the Federal Aviation Administration, and is not in the process of actively being repaired. Since its purchase that aircraft has accrued $72,410 in storage fees.

Pursuant to Florida Statute 705.183, this letter is being provided to inform the owner and all persons having an equitable or legal interest in the aircraft that:

- the aircraft has sat abandoned at KWIA,
- storage fees of $72,000 have accrued,
- the Antonov AN-24RV aircraft is subject to a lien under Florida Statute 705.183(5) for the accrued fees, and
- the lien is subject to enforcement pursuant to law.

You are also hereby notified that KWIA may cause the use, trade, sale, or removal of the aircraft in accordance with Florida Statute 705.182(2)(a), (b), (d), or (e) if, within 30 calendar days after the date of receipt of this notice, the aircraft has not been removed from the airport upon payment in full of all accrued fees.

As the registered agent for North American Aviation, Inc. I am hereby requesting that you contact North American Aviation, Inc. immediately and inform them of this notice. If you have any questions please contact me at the number provided above.

Very truly yours,

Pedro J. Mercado
Senior Assistant County Attorney

Key West
International Airport

3491 South Roosevelt Boulevard, Key West, Florida 33040
305-809-5239
Leto-Beth@monroecounty-fl.gov

INVOICE EYW2003-2023

7/14/2023

NORTH AMERICAN AVIATION
Attn: Mr. Dwight Barnell
300 Douglas Drive
Roanoke, Texas 76262

Antonov AN-24RV Aircraft Storage Fees
Cuban Registration CU T-1294
Serial Number 27308105

Aircraft Storage Fees	
From 9/17/2003 to 7/14/2023	
$10.00 per day x 7,241 days	
TOAL AMOUNT DUE	**$72,410**

Please remit payment within 30 days.

Thank you.

THIS PURCHASE AGREEMENT (hereinafter referred to as the **"Agreement"),** is made this the 17th day of September, 2003, between **MATTHEW OVERTON,** an individual whose residence is the State of Colorado (hereinafter referred to as "Seller"), and **NORTH AMERICAN AVIATION, a Delaware Corporation,** having its principal place of business at 300 Douglas Drive, Northwest Regional Airport, Roanoke, Texas 76262 ("hereinafter referred to as the "Purchaser").

WITNESSETH:

WHEREAS, Seller is the current owner of clear and marketable interest of one (1) Antonov AN-24RV aircraft, Cuban Registration CU T-1294, Serial Number 27308105, including its two(2) installed engines -- Serial No's. RA-H812007 (left engine) and RA-H9312003 (right engine), its instruments, components, accessories and equipment, and all associated aircraft logs still remaining with the aircraft -- all of the afore-stated which are incorporated herein by reference, and are hereinafter collectively referred to as the "Aircraft".

WHEREAS, Seller desires to sell the Aircraft to Purchaser and Purchaser desires to purchase the Aircraft from Seller, and the parties wish to further define the terms and conditions of the sale

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Seller and Purchaser hereby agree as follows:

BILL OF SALE

FOR TEN DOLLARS and xx/100(US$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, MATTHEW OVERTON, Individual (the "Seller"), does hereby grant, bargain, sell, transfer and deliver to NORTH AMERICAN AVIATION, INC., (the "Purchaser"), its successors and assigns, all interest in a 1972 Antonov AN-24RV aircraft, Cuban Registration No. CU T-1294 plus its two (2) attached engines S/Ns RA-H812007 and RA-H9312003 (collectively referred to as the "Aircraft")

TO HAVE AND TO HOLD the Aircraft unto the Purchaser, its successors and assigns, forever.

Seller does hereby, for itself and its successors, assigns, represent and warrant to Purchaser, its successors and assigns, that: the Seller is the lawful owner of the Aircraft; the Aircraft is free from all liens and encumbrances; and the Seller has full authority and right to sell the Aircraft.

This Bill of Sale is valid and effective to transfer good and marketable title to the aforesaid Aircraft, its engines, equipment and accessories, manuals and maintenance records to Purchaser free and clear of any and all claims, liens, encumbrances or security interest of any kind.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale this the 17th day of September, 2003.

My Commission Expires 07/01/2007

Lorie A Mora

LORIE A. MORA NOTARY PUBLIC STATE OF COLORADO

MATTHEW OVERTON
(Seller) Matthew Overton
Signature

Printed Name Matthew Overton

North American Aviation, Inc.
(Buyer)

Signature D BARNE

Printed Name
DWIGHT BARNELL

County of Monroe
The Florida Keys

Robert B. Shillinger, County Attorney **
Pedro J. Mercado, Sr. Assistant County Attorney**
Cynthia L. Hall, Sr. Assistant County Attorney**
Christine Limbert-Barrows, Assistant County Attorney**
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** Board Certified in City, County & Local Govt. Law

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Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4

Office of the County Attorney
1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470 Office
(305) 292-3516 Fax

North American Aviation, Inc.
Attn: Mr. Dwight Barnell
300 Douglas Drive
Roanoke, Texas 76262

September 1, 2023

RE: North American Aviation Services AN-24 Aircraft

Dear Mr. Barnell,

This office previously attempted to contact you by certified mail, return receipt requested dated July 14, 2023, in order to place you on notice of several issues. That letter was returned unclaimed on August 7, 2023. The purpose of that letter was to inform you, as the Director of North American Aviation Inc., that North American Aviation Inc., to the best of my knowledge and belief, is the owner of an Antonov AN-24RV aircraft that has been left derelict and/or abandoned at Key West International Airport (KWIA) and had accrued $72,410 in storage fees. The purpose of said letter was to also inform you that if you did not respond to said letter then the derelict aircraft would be subject to a lien and that the lien is subject to enforcement pursuant to Florida Statute 705.183.

Pursuant to Florida Statute 705.183, enclosed herein is a copy of the Claim of Lien Monroe County will be recording against the Antonov AN-24RV, Cuban Registration CU T-1294, Serial Number 27308105 owned by North American Aviation, Inc., whose address is 300 Douglas Drive, Roanoke, Texas 76262. You are further notified that the Claim of Lien is subject to enforcement pursuant to Florida Statute 705.183. Govern yourself accordingly.

Very truly yours,

Pedro J. Mercado
Senior Assistant County Attorney

This instrument prepared by, recording requested by,
and return to:
Pedro J Mercado, Sr. Asst. County Attorney
FBN 0084050
Office of the County Attorney
1111 12th Street, Suite #408
Key West, Fl. 33040

CLAIM OF LIEN

State of FLORIDA
County of MONROE

Before me, the undersigned notary public, personally appeared Richard Strickland, who was duly sworn and says that he is the Executive Director of Airports, Key West International Airport, whose address is 3491 S. Roosevelt Blvd., Key West, Florida 33040; and that the following described aircraft:

Antonov AN-24RV, Cuban Registration CU T-1294, Serial Number 27308105

owned by North American Aviation, Inc., whose address is 300 Douglas Drive, Roanoke, Texas 76262, has accrued $72,410.00 in fees and charges for the use by the aircraft of Key West International Airport and for the transportation, storage, and removal of the aircraft from Key West International Airport; that the lienor served its notice to the last registered owner and all persons having a legal or equitable interest in the aircraft on July 14, 2023, by certified mail return receipt requested.

(Signature) _____

STATE OF: FLORIDA

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on August 28, 2023 (date) by RICHARD STRICKLAND (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC

MARIA MORGAN
Notary Public - State of Florida
Commission # HH 162460
My Comm. Expires Nov 7, 2023
Bonded through National Notary Assn.

County of Monroe
The Florida Keys

Robert B. Shillinger, County Attorney **
Pedro J. Mercado, Sr. Assistant County Attorney**
Cynthia L. Hall, Sr. Assistant County Attorney**
Christine Limbert-Barrows, Assistant County Attorney**
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Office of the County Attorney
1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470 Office
(305) 292-3516 Fax

Harvard Business Services, Inc.
16192 Coastal Hwy
Lewes, DE 19958

September 1, 2023

RE: North American Aviation Services

Dear Sir or Madam,

This office previously served you notice by certified mail, return receipt requested dated July 14, 2023 that, as the registered agent for North American Aviation Inc., a Delaware Corporation having a business address of 300 Douglas Dr., Roanoke, Texas 76262, an aircraft owned by North American Aviation Inc. had been left derelict and abandoned at Key West International Airport. The return receipt indicating your receipt of the notice was signed on July 20, 2023.

This follow up letter is to inform you that more than 30 days has expired since the previous letter was sent and, to date, there has been no response from North American Aviation Inc., or any other person having a legal or equitable interest in the aircraft that was the subject of the previous letter.

Enclosed herein is a copy of the Claim of Lien Monroe County will be recording, pursuant to Florida Statute 705.183, against the Antonov AN-24RV, Cuban Registration CU T-1294, Serial Number 27308105 owned by North American Aviation, Inc., whose address is 300 Douglas Drive, Roanoke, Texas 76262. As the registered agent for North American Aviation, Inc. I am hereby requesting that you contact North American Aviation, Inc. immediately and inform them of this notice. If you have any questions, please contact me at the number provided above.

Very truly yours,

Pedro J. Mercado
Senior Assistant County Attorney

This instrument prepared by, recording requested by,
and return to:
Pedro J Mercado, Sr. Asst. County Attorney
FBN 0084050
Office of the County Attorney
1111 12th Street, Suite #408
Key West, Fl. 33040

CLAIM OF LIEN

State of FLORIDA
County of MONROE

Before me, the undersigned notary public, personally appeared Richard Strickland, who was duly sworn and says that he is the Executive Director of Airports, Key West International Airport, whose address is 3491 S. Roosevelt Blvd., Key West, Florida 33040; and that the following described aircraft:

Antonov AN-24RV, Cuban Registration CU T-1294, Serial Number 27308105

owned by North American Aviation, Inc., whose address is 300 Douglas Drive, Roanoke, Texas 76262, has accrued $72,410.00 in fees and charges for the use by the aircraft of Key West International Airport and for the transportation, storage, and removal of the aircraft from Key West International Airport; that the lienor served its notice to the last registered owner and all persons having a legal or equitable interest in the aircraft on July 14, 2023, by certified mail return receipt requested.

(Signature) _____

STATE OF: FLORIDA

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on August 28, 2023 (date) by RICHARD STRICKLAND (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC

MARIA MORGAN
Notary Public - State of Florida
Commission # HH 162460
My Comm. Expires Nov 7, 2023
Bonded through National Notary Assn.

County of Monroe
The Florida Keys

Robert B. Shillinger, County Attorney **
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1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470 Office
(305) 292-3516 Fax

North American Aviation, Inc.
Attn: Mr. Dwight Barnell
300 Douglas Drive
Roanoke, Texas 76262

September 8, 2023

RE: North American Aviation Services AN-24 Aircraft

Dear Mr. Barnell,

Pursuant to Florida Statute section 705.182, enclosed herein is a copy of the Notice of Public Sale Monroe County will be placing, in accordance with Florida Statute section 705.182, in the Key West Citizen - a publication of general circulation in Monroe County. Govern yourself accordingly.

Very truly yours,

Pedro J. Mercado
Senior Assistant County Attorney

NOTICE OF PUBLIC SALE

In accordance with Florida Statute section 705.182 and to satisfy a claim of lien recorded pursuant to Florida Statute section 705.183 by the Executive Director of Airports, Key West International Airport on behalf of the Monroe County Board of County Commissioners.

NOTICE IS HEREBY GIVEN that an Antonov AN-24RV aircraft, Serial Number 27308105 abandoned by previous owner, North American Aviation, Inc., shall be sold at a public auction to the highest bidder for cash or certified check on or after:

Date: Wednesday, September 27, 2023, at 11:00 A.M.
At: 500 Whitehead Street, Monroe County, in the City of Key West, Florida

Publication Dates:
Keys Citizen: Tue., September 12, 2023

County of Monroe
The Florida Keys

Robert B. Shillinger, County Attorney **
Pedro J. Mercado, Sr. Assistant County Attorney**
Cynthia L. Hall, Sr. Assistant County Attorney**
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(305) 292-3516 Fax

Harvard Business Services, Inc.
16192 Coastal Hwy
Lewes, DE 19958

September 8, 2023

RE: North American Aviation Services

Dear Sir or Madam,

Pursuant to Florida Statute section 705.182, enclosed herein is a copy of the Notice of Public Sale Monroe County will be placing, in accordance with Florida Statute section 705.182, in the Key West Citizen - a publication of general circulation in Monroe County. I am hereby requesting that you contact North American Aviation, Inc. immediately and inform them of this notice. If you have any questions, please contact me at the number provided above.

Very truly yours,

Pedro J. Mercado
Senior Assistant County Attorney

NOTICE OF PUBLIC SALE

In accordance with Florida Statute section 705.182 and to satisfy a claim of lien recorded pursuant to Florida Statute section 705.183 by the Executive Director of Airports, Key West International Airport on behalf of the Monroe County Board of County Commissioners.

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Date: Wednesday, September 27, 2023, at 11:00 A.M.

At: 500 Whitehead Street, Monroe County, in the City of Key West, Florida

Publication Dates:
Keys Citizen: Tue., September 12, 2023

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: M1
2023-1730

BULK ITEM: Yes **DEPARTMENT:** Planning & Environmental Resources

TIME APPROXIMATE: **STAFF CONTACT:** Emily Schemper

AGENDA ITEM WORDING:

Approval of a Resolution extending the reservation of two (2) Moderate-Income Affordable Housing ROGO Allocations, previously approved by Resolution No. 263-2021, pursuant to Monroe County Land Development Code Section 138-24(b)(1), for the construction of two affordable housing dwelling units at 110 Poinsettia Dr., Lots 16 & 17, Block 6, Holiday Homesites, Key Largo, currently having Property Identification Numbers 00530750-000000 and 00530750-000100, until August 18, 2024.

ITEM BACKGROUND:

On August 18, 2021, the Board of County Commissioners ("BOCC") adopted Resolution No. 263-2021, approving the reservation of two (2) moderate-income affordable housing ROGO allocations for Habitat for Humanity of the Upper Keys, Inc. ("Habitat") for the construction of two (2) affordable housing dwelling units on Lots 16 & 17, Block 6, Holiday Homesites, Key Largo, currently having Property Identification Number 00530750-000000, pursuant to Monroe County Land Development Code ("LDC") Section 138-24(b)(1).

The parcel has subsequently been split into two parcels: Lot 16 (currently bearing Property Identification Number 00530750-000000) and Lot 17 (currently bearing Property Identification Number 00530750-000100). Habitat has submitted a request to the Planning & Environmental Resources Department for a 1-year extension to this reservation through August 18, 2024.

Habitat for Humanity of the Upper Keys **is proposing to develop two (2) affordable housing units on property Monroe County deeded to Habitat for Humanity of the Upper Keys, Inc.**

Relevant Land Development Code Provision:

Monroe County Code Section 138-24

(b) Reservation of affordable housing allocations. Notwithstanding the provisions of Section 138-26 for awarding of affordable housing allocations, the BOCC may reserve by resolution some or all of the available affordable housing allocations for award to certain sponsoring agencies or specific housing programs consistent with all other requirements of this chapter. Building permits for these reserved allocations shall be picked up within six months of the effective reservation date, unless otherwise authorized by the BOCC in its resolution. The BOCC may, at its discretion, place conditions on any reservation as it deems appropriate. These reservations may be authorized by the BOCC for:

(1) The county housing authority, nonprofit community development organizations, pursuant to Section 139-1(e), and other public entities established to provide affordable housing by entering into a memorandum of understanding with one or more of these agencies;

(2) Specific affordable or employee housing projects participating in a federal/state housing financial assistance or tax credit program or receiving some form of direct financial assistance from the county upon written request from the project sponsor and approved by resolution of the BOCC;

(3) Specific affordable or employee housing projects sponsored by nongovernmental not-for-profit organizations above upon written request from the project sponsor and approved by resolution of the BOCC;

(4) Specific affordable or employee housing programs sponsored by the county pursuant to procedures and guidelines as may be established from time to time by the BOCC;

(5) Specific affordable or employee housing projects by any entity, organization, or person, contingent upon transfer of ownership of the underlying land for the affordable housing project to the county, a not-for-profit community development organization, or any other entity approved by the BOCC, upon written request from the project sponsor and approved by resolution of the BOCC; or

(6) Rental employee housing projects situated on the same parcel of land as the nonresidential workplace for the tenants of these projects, upon written request from the property owner and approved by resolution of the BOCC.

PREVIOUS RELEVANT BOCC ACTION:

On April 12, 2017, the BOCC approved the transfer of three (3) county-owned parcels to Habitat for Humanity of the Upper Keys, Inc.

On August 18, 2021, the BOCC adopted Resolution No. 263-2021, approving the reservation of 2 moderate income affordable housing allocations until August 18, 2023.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION:

Approval.

DOCUMENTATION:

Habitat Ext Request 08.29.2023.pdf
Resolution 2021-263 BOCC Reservation Habitat Upr 00530750.pdf
RESO_00530750-000000_BOCC_2023.pdf

FINANCIAL IMPACT:
N/A

Habitat for Humanity of the Upper Keys, Inc.

Building houses in partnership with God's people in need

August 24, 2023

Monroe County Planning & Environmental Resources
Attn: Emily Schemper
2798 Overseas Hwy., Suite 410
Marathon, FL 33050

Dear Emily,

Habitat for Humanity of the Upper Keys would like to request a building permit extension for Lots 16 & 17, Block 6, Holiday Homesites, Key Largo, real estate parcel number 00530750-000000.

Based on our current construction pipeline, we feel confident that we can start this project within a year, so we kindly ask for the permit to be extended until August 18, 2024.

We look forward to developing this property for affordable housing, as it's needed locally now more than ever and appreciate your efforts to assist our organization.

Sincerely,

Lindsay Fast, Executive Director
Habitat for Humanity of the Upper Keys

HABITAT FOR HUMANITY OF THE UPPER KEYS INC. IS A 501-C (3) NON-PROFIT ORGANIZATION.

OUR TAX ID NUMBER IS 65-0169353. OUR STATE REGISTRATION NUMBER IS CH17219. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE (800)435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE.

(305)453-0050 * P.O. Box 2151, Key Largo, FL 33037 * info@habitatupperkeys.org

RESOLUTION NO. _263_-2021

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE RESERVATION OF TWO MODERATE INCOME CATEGORY AFFORDABLE ROGO ALLOCATIONS FOR PROPOSED AFFORDABLE HOUSING DWELLING UNITS ON PROPERTY LOCATED AT 110 POINSETTIA DRIVE, LOTS 16 AND 17, BLOCK 6, HOLIDAY HOMESITES, KEY LARGO APPROXIMATE MILE MARKER 100, HAVING PROPERTY IDENTIFICATION NUMBER 00530750-000000, AS REQUESTED BY THE PROPERTY OWNER HABITAT FOR HUMANITY OF THE UPPER KEYS, INC., UNTIL AUGUST 18, 2023 FOR BUILDING PERMIT ISSUANCE.

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

WHEREAS, the challenge of providing affordable housing opportunities in the Florida Keys is one requiring sensible and responsive use of residential unit allocations, including implementation of long-term preservation mechanisms; and

WHEREAS, due consideration should be given to relevant factors such as the capacity for allocation recipients to promptly transform allocation awards/reservations into finished and occupied affordable/workforce housing units; and

WHEREAS, Monroe County Land Development Code ("LDC") Section 138-24(b)(1) allows the BOCC to authorize reservations for "the county housing authority, nonprofit community development organizations, pursuant to Section 139-1(e), and other public entities established to provide affordable housing by entering in to a memorandum of understanding with one or more of these agencies;" and

WHEREAS, LDC Section 138-24(b)(2) allows the BOCC to authorize reservations for "specific affordable or employee housing projects participating in a federal/state housing financial assistance or tax credit program or receiving some form of direct financial assistance from the county upon written request from the project sponsor and approved by resolution of the Board of County Commissioners," and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., is proposing to develop the property with two (2) affordable housing units; and

WHEREAS, on April 12, 2017, the BOCC approved a request by Habitat for Humanity of the Upper Keys, Inc., for the donation of three county-owned parcels, lots 16 and 17 of the Holiday Homesites Subdivision and lot 3 of Winston Park Subdivision; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., obtained ownership of the subject property through a County Deed Bargain and Sale from Monroe County; and

WHEREAS, the reservation of affordable housing allocation for the anticipated project does not exempt the project from applicable requirements for the Monroe County Land Development Regulations, Building Code and other regulatory requirements; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., shall obtain all required approvals from the Monroe County Planning & Environmental Resources Department for the project; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., shall obtain permits for the affordable housing dwelling units by August 18, 2023; if the permit for a reserved ROGO allocation housing unit is not issued by that time, the allocation will revert to the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The foregoing recitals are true and correct, and are hereby incorporated as if fully set forth herein.

Section 2. The Monroe County Planning Department shall reserve two (2) moderate income category affordable ROGO allocations, for the project at 110 Poinsettia Dr, Key Largo, having property identification number 00530750-000000 until August 18, 2023.

Section 3. The developer must obtain the building permits for the two affordable housing units on or before August 18, 2023.

Section 4. The developer shall comply with all Monroe County requirements, all applicable Building Code requirements, and any other oversight agencies.

Section 5. The Planning and Building Department Staff is hereby authorized to process expeditiously permit related applications for the above referenced project when received.

Section 6. Construction and Interpretation. This resolution and its interpretation shall be liberally construed and enforced in favor of Monroe County to effectuate its public purpose(s) and policy(ies) of the County. The construction and interpretation of this resolution and all Monroe County Comprehensive Plan provision(s), Florida Building Code, Florida Statutes, and Monroe County Code(s) provision(s) whose interpretation arises out of, relates to, or is interpreted in connection with this resolution shall be liberally construed and enforced in favor of Monroe County to effectuate its public purpose(s) and policy(ies) of the County, and shall be deferred in favor of the BOCC and such construction and interpretation shall be entitled to great weight in adversarial administrative proceedings, at trial, bankruptcy, and on appeal.

Section 7. No Liability. Monroe County expressly reserves and in no way shall be deemed to have waived, for itself or for its officer(s), employee(s), or agent(s), any sovereign,

governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability.

Section 8. **Severability.** If any provision of this resolution, or any part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this resolution, or any remaining part(s) or portion(s) thereof. All other provisions of this resolution, and remaining part(s) or portion(s) thereof, shall continue unimpaired in full force and effect.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 18th day of August, 2021.

Mayor Michelle Coldiron	Yes
Mayor Pro Tem David Rice	Yes
Commissioner Craig Cates	Yes
Commissioner Eddie Martinez	Yes
Commissioner Mike Forster	Absent

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

BY: Michelle Coldiron
Mayor Michelle Coldiron

(SEAL)

ATTEST: KEVIN MADOK, CLERK

Sally M. Grams
AS DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 8/3/21

FILED FOR RECORD
2021 AUG 24 PM 3:58
CLERK CIR. CT.
MONROE COUNTY, FL

RESOLUTION NO. _____-2023

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE EXTENSION OF RESERVATION OF TWO MODERATE INCOME CATEGORY AFFORDABLE ROGO ALLOCATIONS FOR PROPOSED AFFORDABLE HOUSING DWELLING UNITS ON PROPERTY LOCATED ON LOTS 16 AND 17, BLOCK 6, HOLIDAY HOMESITES, KEY LARGO, APPROXIMATE MILE MARKER 100, CURRENTLY HAVING PROPERTY IDENTIFICATION NUMBERS 00530750-000000 AND 00530750-000100, AS REQUESTED BY HABITAT FOR HUMANITY OF THE UPPER KEYS, INC., AS PROPERTY OWNER, UNTIL AUGUST 18, 2024, FOR BUILDING PERMIT ISSUANCE.

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

WHEREAS, the challenge of providing affordable housing opportunities in the Florida Keys is one requiring sensible and responsive use of residential unit allocations, including implementation of long-term preservation mechanisms; and

WHEREAS, due consideration should be given to relevant factors such as the capacity for allocation recipients to promptly transform allocation awards/reservations into finished and occupied affordable/workforce housing units; and

WHEREAS, Monroe County Land Development Code ("LDC") Section 138-24(b)(1) allows the Board of County Commissioners ("BOCC") to authorize reservations for "the county housing authority, non-profit community development organizations, pursuant to Section 139-1(e), and other public entities established to provide affordable housing by entering in to a memorandum of understanding with one or more of these agencies"; and

WHEREAS, LDC Section 138-24(b)(2) allows the BOCC to authorize reservations for "specific affordable or employee housing projects participating in a federal/state housing financial assistance or tax credit program or receiving some form of direct financial assistance from the county upon written request from the project sponsor and approved by resolution of the Board of County Commissioners"; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., is proposing to develop the property with two (2) affordable housing units; and

WHEREAS, on April 12, 2017, the BOCC approved a request by Habitat for Humanity of the Upper Keys, Inc., for the donation of three county-owned parcels, lots 16 and 17 of the Holiday Homesites Subdivision and lot 3 of Winston Park Subdivision; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., obtained ownership of the subject property through a County Deed Bargain and Sale from Monroe County; and

WHEREAS, on August 18, 2021, the BOCC adopted Resolution No. 263-2021, approving the reservation of two (2) moderate-income affordable housing until August 18, 2023; and

WHEREAS, the reservation of affordable housing allocations for the anticipated project does not exempt the project from applicable requirements for the Monroe County Comprehensive Plan, Land Development Code, Florida, Building Code, and/or other regulatory requirements; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., shall obtain all required approvals from the Monroe County Planning & Environmental Resources Department for the project; and

WHEREAS, Habitat for Humanity of the Upper Keys, Inc., shall obtain building permits for the affordable housing dwelling units by August 18, 2024; if the permit for a reserved ROGO allocation housing unit is not issued by that time, the allocation shall revert to the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. **Recitals and Legislative Intent.** The foregoing findings and determinations are true and correct and are hereby incorporated as if fully set forth herein.

Section 2. **Construction and Interpretation.** This Resolution is necessary for the health, safety, and welfare of the residents of and visitors to the county. This Resolution and its interpretation shall be liberally construed and enforced in favor of Monroe County to effectuate its County public purpose(s). The construction and interpretation of this Resolution and all Monroe County Comprehensive Plan provision(s), Florida Statute(s), and Monroe County Code(s) provision(s) whose interpretation arises out of, relates to, or is interpreted in connection with this Resolution shall be liberally construed and enforced in favor of Monroe County and such construction and interpretation shall be entitled to great weight in adversarial administrative proceedings, at trial, bankruptcy, and on appeal.

Section 3. The Monroe County Planning & Environmental Resources Department ("Department") shall reserve two (2) moderate income category affordable ROGO allocations, for the project at lots 16 and 17 of the Holiday Homesites Subdivision, Key Largo, currently having property identification numbers 00530750-000000 and 00530750-000100, until August 18, 2024.

Section 4. The developer must obtain the building permits for the two (2) affordable housing units on or before August 18, 2024.

Section 5. The developer shall comply with the Monroe County Comprehensive Plan, Land Development Code, Florida Building Code, floodplain management regulations, and any and all other requirements of Monroe County and/or State and/or Federal oversight agencies.

Section 6. The Department and Monroe County Building Department and Floodplain Management Office professional staff are hereby authorized to process expeditiously permit related applications for the above referenced project when received.

Section 7. **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions.** If any portion of this Resolution, or any part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this Resolution, or any remaining part(s) or portion(s) thereof. All other provisions of this Resolution, and remaining part(s) or portion(s) thereof, shall continue unimpaired in full force and effect.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 8th day of November, 2023.

Mayor Craig Cates	_____
Mayor Pro Tem Holly Merrill Raschein	_____
Commissioner James Scholl	_____
Commissioner Michelle Lincoln	_____
Commissioner David Rice	_____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor Craig Cates

ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 10/24/23

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: M2
2023-1761

BULK ITEM: No **DEPARTMENT:** Planning & Environmental Resources

TIME APPROXIMATE: **STAFF CONTACT:** Emily Schemper

AGENDA ITEM WORDING:

Discussion and direction on the 2023 U.S. 1 Arterial Travel Time and Delay Study and the preparation of the Biennial Assessment of Public Facilities Capacity Report. **TIME APPROXIMATE OF 11:00 A.M.**

ITEM BACKGROUND:

The U.S. 1 Arterial Travel Time and Delay Study ("ATTDS") is performed biennially by the County's traffic consultant (AECOM) to monitor the Level of Service on U.S. Highway 1 ("US 1"). This professional traffic engineering study is conducted for concurrency purposes, pursuant to Monroe County Comprehensive Plan Policy 301.1.2 and Land Development Code Sections 114-2 and 114-200.

The Monroe County Comprehensive Plan and Land Development Code require that all development and redevelopment taking place within the unincorporated County do not result in a reduction of the level of service requirements, including transportation facilities. The Comprehensive Plan and Land Development Code include a Level of Service Standard of "C" (45 mph) for U.S. 1.

This LOS standard is used within the County's Concurrency Management System to review development proposals and ensure that the transportation facilities needed to serve development will be in place when the impacts of the development occur. Concurrency must be satisfied at the time a development permit is issued; at the time a certificate of occupancy; or through a binding contract or agreement for the necessary facility and/or service improvements or proportionate share contribution.

To determine the Level of Service ("LOS") on U.S. 1, the County's professional traffic engineering consultant conducts an established systematic traffic monitoring program, developed by the U.S. 1 LOS Task Force, to monitor traffic volumes and travel speeds of U.S. 1. It is important to note that the U.S. 1 LOS Task Force developed a unique methodology to assess level of service for the Florida Keys to cover both its overall arterial length from Key West to the Florida mainland, and 24 roadway segments delineated, based on an average travel speed formula.

Along with completing the systematic traffic monitoring program, the Comprehensive Plan and Land Development Code ("LDC") Section 114-2(b)(3) directs professional staff to submit a Biennial Assessment of Public Facilities Capacity Report ("PFCR") to the BOCC to identify the capacity of available public facilities. For this report Monroe County utilizes the U.S. 1 Arterial Travel Time and Delay Study to document the road/transportation available capacity and areas of marginal or inadequate facility capacity.

The LDC further directs that the County shall not approve applications for development in areas of Monroe County that are served by inadequate facilities identified in the Biennial Assessment of Public Facilities Capacity Report, except the County may approve development that will have no reduction in the capacity of the facility or where the developer agrees to increase the level of service of the facility to the adopted level of service standard, through:

- A binding executed contract is in place at the time the development permit is issued which provides for the commencement of the actual construction of the required facilities or provision of services; or
- An enforceable development agreement guarantees that the necessary facilities and services will be in place with the issuance of the applicable development permit. An enforceable development agreement may include, but is not limited to, development agreements pursuant to section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., or
- The proportionate share contribution or construction is sufficient to accomplish one or more mobility improvement(s) that will benefit a regionally significant transportation facility.

The Draft 2023 ATTDS reports that the overall LOS for the entire length of U.S. 1 has fallen from LOS C to LOS D (44.2 mph), and there is no reserve capacity for additional trips. According to the policies and regulations in the Monroe County Year 2030 Comprehensive Plan and Monroe County Land Development Code, this would mean that County may not permit new development, other than single family homes, unless the proposed development's traffic impact is mitigated.

The Draft 2023 ATTDS does indicate that all individual segments within unincorporated Monroe County currently operate at a LOS C or better. Within unincorporated Monroe County, two (2) segments operate at a LOS C: Long Key (Segment 16) and Cross Key (Segment 24).

The 2023 ATTDS further indicates that two (2) segments within unincorporated Monroe County decreased in LOS as compared to the 2021 ATTDS: Stock Island (Segment 1) which fell from an LOS A to a LOS B; and Big Pine Key (Segment 10) which fell from a LOS A to a LOS B as compared to the 2021 ATTDS.

Note regarding Segment 1 (Stock Island): AECOM has included an alternative reserve capacity chart with alternate LOS and reserve capacity analysis for Stock Island (Segment 1) in Appendix G of the draft report. The first reserve capacity chart indicates LOS B for Segment 1, with an overall U.S. 1 median travel speed of 44.2 mph (LOS D). The second, alternative reserve capacity chart, which the BOCC may choose to utilize, indicates LOS A for Segment 1, with an overall U.S. 1 median travel speed of 44.7 mph (LOS D), and includes the following note: *This table is based on all travel time runs except 3 SB runs in segment 1 (Stock Island) from 3-14-23 to 3-16-23. These 3 SB runs were excluded as the average travel speeds were very low (4-7 mph) and were considered as outliers. The overall travel speed is 44.7 mph as compared to the previous page table that has an overall travel speed of 44.2 mph and is based on all travel time runs.* **Both reserve capacity charts are included as attachments to this agenda item for reference and consideration.**

Within unincorporated Monroe County, fourteen (14) segments saw no change in LOS between the 2021 and 2023 ATTDS: Boca Chica, Segment 2; Big Coppitt, Segment 3; Saddlebunch, Segment 4; Sugarloaf, Segment 5; Cudjoe, Segment 6; Summerland, Segment 7; Ramrod, Segment 8; Torch, Segment 9; Bahia Honda, Segment 11; 7-Mile Bridge, Segment 12; Long, Segment 16; Tavernier, Segment 22; Key Largo, Segment 23; and Cross, Segment 24. Additionally, both segments within the City of Marathon (Marathon, Segment 13; and Grassy, Segment 14) and one segment within saw no change in LOS between the 2021 and 2023 ATTDS.

Within unincorporated Monroe County, the LOS increased from a LOS C to a LOS B in Duck Key (Segment 15) as compared to the 2021 ATTDS.

A summary of the LOS Study by segment within Monroe County is attached to this agenda item (Average Travel Speeds and Levels of Service). Those segments at LOS C are highlighted in yellow. Those segments with no reserve capacity (all of which are within the incorporated area of Islamorada) are highlighted in dark orange (LOS D and LOS E).

The Monroe County Land Development Code provides, at Section 114-2, that:

1. *U.S. 1 shall have sufficient available capacity to operate at **LOS C** for the overall arterial length and the 24 roadway segments of U.S. 1, as measured by the U.S. 1 Level of Service Task Force Methodology, at all intersections and roadway segments.*
2. *Development may be approved, provided that the development in combination with all other permitted development will not decrease travel speed by more than five percent (5%) below LOS C.While development may be approved within 5% of LOS C, the proposed development shall be considered to have an impact that needs mitigation. Development mitigation may be in the form of specific improvements or proportioned shared contribution towards improvements and strategies identified by the County, and/or FDOT to address any level of service degradation beyond LOS C and/or deficiencies.*

_____

Within the incorporated city of Marathon, both segments operate at a LOS of C or better: Marathon, Segment 13, operates at a LOS A; and Grassy Key, Segment 14, operates at a LOS C.

Within the incorporated area of Islamorada, Village of Islands, Lower Matecumbe (Segment 17) improved from LOS C to LOS B as compared to the 2021 ATTDS and Upper Matecumbe (Segment 19) saw no change from the 2021 ATTDS, remaining at LOS E.

Within the incorporated area of Islamorada, Village of Islands, three (3) segments decreased in LOS:

Tea Table, Segment 18, dropped from LOS A to LOS B; Windley, Segment 20, dropped from LOS D to LOS E; and Plantation, Segment 21, Dropped from LOS C to LOS D.

In 2009, Islamorada adopted a Comprehensive Plan amendment to address U.S. 1 Level of Service standards for transportation facilities, as follows:

Policy 2-1.2.1: *Adopt Level of Service (LOS) Standards Pursuant to the U.S. 1 Level of Service Task Force. Islamorada, Village of Islands hereby adopts the following level of service (LOS) standards for roadways, pursuant to the methodology developed by the U.S. 1 Level of Service Task Force for*

analyzing LOS in Monroe County:

1. *The level of service on U.S. 1 shall be maintained within 5% of LOS C as measured on an overall countywide basis not dependent on any single road segment, using the measured median travel speed from the annual report of public facilities capacity.*
2. *For all other roadways for which the Village is responsible, the Village hereby adopts a minimum LOS standard of D as measured by peak hour traffic volumes at all intersections, including but not limited to all intersections with U.S. 1.*

[Policy 2-1.2.2 deleted pursuant to Ordinance No. 09-23]

...

Policy 2-1.2.4: *Prevent Development Resulting in Additional Trips on Deficient U.S. 1 Without Mitigation. The Village shall deny development permits for development that would result in additional trips on U.S. 1 upon exhausting the 5% below LOS C allowance authorized by the U.S. 1 Task Force Methodology as measured on an overall countywide basis not dependent on any single U.S. 1 segment, unless the impacts of the proposed development can be mitigated for its proportionate share of required transportation concurrency improvements pursuant to Section 163.3180 F.S.*

Under Monroe County Comprehensive Plan Policy 301.2.3 , **if the overall LOS for US 1 falls below the LOS C Standard, then no additional land development will be allowed unless mitigation measures are implemented.**

Per the County's professional transportation engineering consultant, AECOM, who conducted the study:

Roadway widening is a typical mitigation measure (or capacity improvement) used by most agencies. However, in Monroe County, road widening (specifically along U.S. 1) is restricted by the adopted Comprehensive Plan Policies to preserve and protect the fragile ecological conditions. There are other remedies that could be explored and evaluated to improve the traffic flow and capacity along U.S. 1. Some examples include:

- **Upgrade the traffic signal infrastructure and/or signal timing at signalized intersections along U.S. 1 to enhance traffic flow. FDOT has programmed a signal retiming study along US 1 in Monroe County, which is expected to start in early 2024.**
- Provide or improve transit service or other multi-modal transportation alternatives.

  The Monroe County Transit Department is in the process of initiating studies/ projects to improve transit service

- Implement active traffic management and Transportation System Management & Operation type improvements, which include real-time monitoring of traffic flow and implementing measures to address traffic congestion. Video cameras at some intersections are being installed through the ongoing Keys COAST project by FDOT, which will help monitor traffic flow.

- Add turn lanes at strategic locations to improve roadway capacity.
- Implement access management improvements (consolidate driveways/access points, modify median openings, etc.) to reduce interruptions to U.S. 1 traffic.
- Provide and/or improve frontage roads to reduce the impacts to U.S. 1 traffic flow.
- Improve local roads to minimize U.S. 1 being used as a local street for short trips.
- Do not install new traffic signals along U.S. 1, if a safe and/or less restrictive alternative (such as indirect left-turns, a roundabout, etc.) can be provided to accommodate traffic movements.
- Conduct speed studies on selected segments of U.S. 1 to confirm if the current posted speed limits are appropriate and modify, if necessary.

The U.S. 1 Transportation Master Plan has identified several locations for improvements. It is recommended that follow-up studies be conducted at those locations to evaluate the feasibility of implementing improvements (such as the ones listed above or from the Master Plan) to enhance traffic flow.

This is the first Travel Time and Delay Study conducted after all COVID-19 related restrictions have been lifted and more people appear to be traveling. The traffic data collected as part of this study, indicates higher volumes as compared to 2021 traffic volumes. The increased volumes may have impacted travel speeds.

Table 4 of the Draft 2023 ATTDS (attached to this agenda item) summarizes the "delay events" within the 2023 data and provides a comparison to delay data from the 2021 ATTDS. As explained on Pages 18-20, **Signal Delays and Construction Delays were significantly longer in 2023 than in 2021**:

- *Traffic signals resulted in a total delay of 2 hours, 18 minutes and 12 seconds in 2023, as compared to 1 hour and 8 seconds in 2021… The last signal retiming study that included 16 traffic signals along US 1, was performed by FDOT in 2019. It is possible that a new signal retiming study at the above segments/locations may help reduce the signal delay, which may improve the overall US 1 Level of Service.*

- *Construction delays accounted for 4 hours 29 minutes and 55 seconds during the 2023 study, as compared to 2 hours 14 minutes and 56 seconds construction delay during the 2021 study… There was significant increase in construction delay during the 2023 study as compared to 2021 study. For example, emergency water main 2023 – US 1 Arterial Travel Time and Delay Study Monroe County repairs at MM 84 affected travel time runs on March 8 and March 9; only SB direction of travel was allowed at a time on US 1, while the NB traffic was diverted to Old Hwy (parallel to US 1) and afterwards merged back to US 1; flagger operations were used for traffic management.*

It is important to note that, if adopted, the 2023 ATTDS will not be used for development review until the Biennial Assessment of Public Facilities Capacity Report ("PFCR") is adopted, which will be scheduled for a future BOCC meeting.

PREVIOUS RELEVANT BOCC ACTION:

August 1991 – Adoption of the U.S. 1 Level of Service ("LOS") C as measured by the U.S. 1 Level of Service Methodology established by the U.S. 1 LOS Task Force

December 1997 – Approval of amendment to the U.S. 1 LOS Methodology based on recommendations of the U.S.1 LOS Task Force

October 2011 – Approval of Work Order No. 1 to complete the 2011 ATTDS

August 2011 – BOCC approval of the 2011 U.S. 1 ATTDS

February 2012 – Approval of Work Order No. 3 to complete the 2012 ATTDS

December 2012 – BOCC approval of the 2012 U.S. 1 ATTDS

February 2013 – Approval of Work Order No. 5 to complete the 2013 ATTDS

September 17, 2013 - BOCC approval of the 2013 U.S. 1 ATTDS

January 2015 – Approval of first option to renew Continuing Services Contract through March 15, 2016.

February 18, 2015 – BOCC approval of Work Order No. 12 to complete the 2015 ATTDS

October 21, 2015 – BOCC approval of the 2015 U.S. 1 ATTDS

January 2016 – Approval of second option to renew Continuing Services Contract through March 15, 2017.

November 22, 2016 – BOCC approval of Work Order No. 19 to complete the 2017 ATTDS.

February 21, 2018 – BOCC approval of the 2017 U.S. 1 ATTDS

January 23, 2019 – Approval of Work Order No. 7 to complete the 2019 U.S. 1 ATTDS.

July 15, 2020 – BOCC considered the Draft 2019 Arterial Travel Time & Delay Study and directed staff to re-engage the U.S. 1 LOS Task Force to evaluate the LOS methodology and consider updates to it based on the considerations identified in the Draft 2019 ATTDS; the final 2019 ATTDS was not approved by the BOCC.

October 21, 2020 – BOCC approved Resolution No. 355-2020 reconvening the U.S. 1 LOS Task Force and tasking the U.S. 1 LOS Task Force with evaluating the LOS Methodology and potential updates to it based on the Considerations identified in the draft 2019 ATTDS.

February 17, 2021 – BOCC approved Resolution No. 064-2021 adopting the recommendations of the U.S. 1 LOS Task Force and the 2021 Updated methodology document, A Methodology To Assess Level-Of-Service-On-U.S.-1-In-The-Florida-Keys, for County use

February 17, 2021 – Approval of Work Order No. 13 to complete the 2021 U.S. 1 ATTDS

August 18, 2021 – BOCC approval of the 2021 U.S. 1 ATTDS

February 21, 2023 – Approval of Work Order No. 18 to complete the 2023 U.S. 1 ATTDS

CONTRACT/AGREEMENT CHANGES:

n/a

STAFF RECOMMENDATION:

Staff requests the BOCC provide direction and approval on the following items for the 2023 Arterial Travel Time and Delay Study (ATTDS):

1. Stock Island (Segment 1) LOS:
   A. Use of Stock Island (Segment 1) analysis including 3 SB travel runs identified as outliers by AECOM (Segment 1 LOS B; Overall median travel speed = 44.2 mph); or
   B. Use of Stock Island (Segment 1) analysis excluding 3 SB travel runs identified as outliers by AECOM (Segment 1 LOS A; Overall median travel speed = 44.7 mph).

2. AECOM suggests re-collection of data in 2024 on at least some segments, where construction delays were excessive, and/or the Keys COAST project and signal retiming is already underway and may improve traffic flow. Once data is updated, ATTDS and PFCR could be updated mid-2024.

3. Dependent on decisions above:

A. Approve and Utilize 2023 ATTDS for PFCR (development applicants must identify mitigation); Next study in 2025 (data collection March ’25; results adopted ~October ’25). Development must mitigate until ~October 2025.

B. Continue to Utilize 2021 ATTDS (2023 data affected by excessive construction delays) for PFCR; Next study in 2025.

C. Approve and Utilize 2023 ATTDS for PFCR (development applicants must identify mitigation); Data updates in March 2024; results ~August 2024. Development must mitigate until mid/late 2024.

D. Continue to Utilize 2021 ATTDS (2023 data affected by excessive construction delays) for PFCR; Data updates in March 2024; results ~August 2024.

DOCUMENTATION:

Table 1 - Average Travel Speeds and Levels of Service.pdf
Appendix G Reserve Capacity Chart and Alternative Reserve Capacity Chart.pdf
ATTDS 2023 Table 4 - Delay Data Summary and Comparison.pdf
Updated Report 2023 ATTDS wAppendices_2023-10-31_Sent to Monroe County.pdf

FINANCIAL IMPACT:

Effective Date: 02/17/2021

Expiration Date: 0/00/00

Total Dollar Value of Contract: $95,186.57

Total Cost to County: $11,898.32

Current Year Portion: $11,898.32

Budgeted: yes

Source of Funds: 125-50519-530490-GW1901-530310 (FDOT JPA G1A71)

CPI:

Indirect Costs:

Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: **If yes, amount:**

Grant: FDOT JPA G1A71

County Match: 12.5% **(**$11,898.32)

Insurance Required: N/A

Additional Details: Work Order No. 18 to complete the 2023 U.S. 1 Arterial Travel Time and Delay Study ("ATTDS"), in the amount of $95,186.57, pursuant to the AECOM Transportation Planning Continuing Services contract which is funded through a Joint Participation Agreement ("JPA") from the Florida Department of Transportation was approved on February 17, 2021.

TABLE 1
AVERAGE TRAVEL SPEEDS AND LEVELS OF SERVICE

Segment	Name of Segment	Beginning Control Point	Ending Control Point	Beginning Mile Marker	Ending Mile Marker	LOS 2019	LOS 2021	LOS 2023	Median Speed 2019	Median Speed 2021	Median Speed 2023
1	Stock Island	Cow Key Bridge (N)	Key Haven Boulevard	4.0	5.0	B	A	B	33.0	40.0	34.9
2	Boca Chica	Key Haven Boulevard	Rockland Drive	5.0	9.0	B	A	A	55.8	59.9	58.1
3	Big Coppitt	Rockland Drive	Boca Chica Road	9.0	10.5	B	B	B	46.1	47.5	46.6
4	Saddlebunch	Boca Chica Road	Harris Channel Bridge (N)	10.5	16.5	C	B	B	52.0	53.5	52.7
5	Sugarloaf	Harris Channel Bridge (N)	Bow Channel Bridge (N)	16.5	20.5	A	A	A	48.1	48.8	47.7
6	Cudjoe	Bow Channel Bridge (N)	Spanish Main Drive	20.5	23.0	A	A	A	47.2	47.9	46.5
7	Summerland	Spanish Main Drive	East Shore Drive	23.0	25.0	B	B	B	45.2	46.1	44.8
8	Ramrod	East Shore Drive	Torch-Ramrod Bridge (S)	25.0	27.5	A	A	A	46.7	46.5	47.0
9	Torch	Torch-Ramrod Bridge (S)	N. Pine Channel Bridge (N)	27.5	29.5	A	A	A	48.1	48.8	48.0
10	Big Pine	N. Pine Channel Bridge (N)	Long Beach Drive	29.5	33.0	B	A	B	42.4	42.7	40.4
11	Bahia Honda	Long Beach Drive	7-Mile Bridge (S)	33.0	40.0	A	A	A	54.2	54.8	52.5
12(2)	7-Mile Bridge	7-Mile Bridge (S)	7-Mile Bridge (N)	40.0	47.0	B	B	B	53.4	53.2	54.5
13	Marathon	7-Mile Bridge (N)	Coco Plum Drive	47.0	54.0	A	A	A	37.9	39.6	35.2
14	Grassy	Coco Plum Drive	Toms Harbor Ch Bridge (S)	54.0	60.5	C	C	C	50.7	51.4	51.3
15	Duck	Toms Harbor Ch Bridge (S)	Long Key Bridge (S)	60.5	63.0	C	C	B	53.3	53.2	53.6
16	Long	Long Key Bridge (S)	Channel #2 Bridge (N)	63.0	73.0	B	C	C	52.0	49.9	50.9
17(2)	Lower Matecumbe	Channel #2 Bridge (N)	Lignumvitae Bridge (S)	73.0	77.5	C	C	B	49.6	48.2	45.3
18(1)	Tea Table	Lignumvitae Bridge (S)	Tea Table Relief Bridge (N)	77.5	79.5	D	A	B	46.9	46.6	44.8
19(1)	Upper Matecumbe	Tea Table Relief Bridge (N)	Whale Harbor Bridge (S)	79.5	84.0	E	E	E	36.4	35.3	36.9
20(1)	Windley	Whale Harbor Bridge (S)	Snake Creek Bridge (N)	84.0	86.0	E	D	E	37.0	39.3	34.4
21(1) (2)	Plantation	Snake Creek Bridge (N)	Ocean Boulevard	86.0	91.5	D	C	D	35.3	34.7	33.3
22	Tavernier	Ocean Boulevard	Atlantic Boulevard	91.5	99.5	A	A	A	46.9	49.4	45.6
23	Key Largo	Atlantic Boulevard	C-905	99.5	106.0	A	A	A	44.2	45.0	44.1
24	Cross	C-905	County Line Sign	106.0	112.6	B	C	C	50.2	49.1	48.4
Overall				4.0	112.6	D	C	D	44.6	45.5	44.2

Segments with NO Reserve Capacity

(1) - Village of Islamorada

(2) – Segments with Speed Limit Changes

2023 LEVEL OF SERVICE AND RESERVE CAPACITY

SEGMENT	LENGTH (miles)	FACILITY TYPE	POSTED SPEED		ADJ. FOR SIGNAL (mph)	ADJUSTED LOS C CRITERIA (mph)	MEDIAN TRAVEL SPEED (mph)	LOS	RESERVE SPEED (mph)	2023		2021
			Limits (mph)	Average (mph)						MAXIMUM RESERVE VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)	MAXIMUM RESERVE VOLUME (trips)
1 Stock Island (4.0 - 5.0)	1.10	4-L/D	30/35/45	40.1	N/A	22.0	**34.9**	**B**	**12.9**	**2,350**	**2,544**	**3,279**
2 Boca Chica (5.0- 9.0)	3.9	4-L/D	45/55	54.7	N/A	50.2	**58.1**	**A**	**7.9**	**5,102**	**6,714**	**6,265**
3 Big Coppitt (9.0- 10.5)	1.5	2-L/U	45/55	46.3	N/A	41.8	**46.6**	**B**	**4.7**	**1,167**	**1,691**	**1,391**
4 Saddlebunch (10.5- 16.5)	5.8	2-L/U	45/55	53.6	N/A	49.1	**52.7**	**B**	**3.5**	**3,362**	**5,747**	**4,130**
5 Sugarloaf (16.5- 20.5)	3.9	2-L/U	45	45.0	6.4	34.1	**47.7**	**A**	**13.6**	**8,783**	**9,866**	**9,752**
6 Cudjoe (20.5- 23.0)	2.5	2-L/U	45	45.0	N/A	40.5	**46.5**	**A**	**6.0**	**2,484**	**3,337**	**3,064**
7 Summerland (23.0- 25.0)	2.2	2-L/U	45	45.0	N/A	40.5	**44.8**	**B**	**4.3**	**1,567**	**2,311**	**2,040**
8 Ramrod (25.0- 27.5)	2.3	2-L/U	45	45.0	N/A	40.5	**47.0**	**A**	**6.5**	**2,476**	**3,261**	**2,285**
9 Torch (27.5- 29.5)	2.1	2-L/U	45	45.0	N/A	40.5	**48.0**	**A**	**7.5**	**2,608**	**3,310**	**2,886**
10 Big Pine (29.5- 33.0)	3.4	2-L/U	45	45.0	5.3	35.2	**40.4**	**B**	**5.2**	**2,928**	**3,935**	**4,561**
11 Bahia Honda (33.0- 40.0)	7.0	2-L/U (70%) 4-L/D (30%)	45/50/55	50.9	N/A	46.4	**52.5**	**A**	**6.1**	**7,071**	**9,804**	**7,998**
12 7-Mile Bridge (40.0- 47.0)	6.8	2-L/U	35/45/50/55	54.4	N/A	49.9	**54.5**	**B**	**4.6**	**5,180**	**7,971**	**3,716**
13 Marathon (47.0- 54.0)	7.3	2-L/U (13%) 4-L/D (87%)	35/45	42.3	N/A	22.0	**35.2**	**A**	**13.2**	**15,957**	**17,240**	**21,276**
14 Grassy (54.0- 60.5)	6.4	2-L/U	45/55	54.6	2.1	48.0	**51.3**	**C**	**3.3**	**3,497**	**6,010**	**3,603**
15 Duck (60.5- 63.0)	2.7	2-L/U	55	55.0	N/A	50.5	**53.6**	**B**	**3.1**	**1,386**	**2,499**	**1,207**
16 Long (63.0- 73.0)	9.9	2-L/U	45/50/55	53.4	N/A	48.9	**50.9**	**C**	**2.0**	**3,279**	**7,207**	**1,639**
17 L Matecumbe (73.0- 77.5)	4.5	2-L/U	45/50	45.9	N/A	41.4	**45.3**	**B**	**4.0**	**2,981**	**4,509**	**149**
18 Tea Table (77.5- 79.5)	2.2	2-L/U	45	45.0	N/A	40.5	**44.8**	**B**	**4.3**	**1,567**	**2,315**	**2,222**
19 U Matecumbe (79.5- 84.0)	4.1	2-L/U	45	45.0	N/A	40.5	**36.9**	**E**	**-3.6**	**(2,444)**	**(1,091)**	**(3,531)**
20 Windley (84.0- 86.0)	1.9	2-L/U	45	45.0	N/A	40.5	**34.4**	**E**	**-6.1**	**(1,919)**	**(1,296)**	**(378)**
21 Plantation (86.0- 91.5)	5.8	2-L/U	45	45.0	5.4	35.1	**33.3**	**D**	**-1.8**	**(1,729)**	**(14)**	**1,921**
22 Tavernier (91.5- 99.5)	8.0	4-L/D	45/50	47.2	5.7	37.0	**45.6**	**A**	**8.6**	**11,393**	**13,832**	**12,983**
23 Key Largo (99.5- 106.0)	6.8	4-L/D	45	45.0	5.2	35.3	**44.1**	**A**	**8.8**	**9,910**	**11,865**	**11,148**
24 Cross (106.0- 112.5)	6.2	2-L/U	45/55	51.4	N/A	46.9	**48.4**	**C**	**1.5**	**1,540**	**3,900**	**2,259**
Overall	108.3					45.0	44.2	**D**	**-0.8**	N/A		

2023 LEVEL OF SERVICE AND RESERVE CAPACITY

SEGMENT	LENGTH (miles)	FACILITY TYPE	POSTED SPEED		ADJ. FOR SIGNAL (mph)	ADJUSTED LOS C CRITERIA (mph)	MEDIAN TRAVEL SPEED (mph)	LOS	RESERVE SPEED (mph)	2023		2021
			Limits (mph)	Average (mph)						MAXIMUM RESERVE VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)	MAXIMUM RESERVE VOLUME (trips)
1 Stock Island (4.0 - 5.0)	1.10	4-L/D	30/35/45	40.1	N/A	22.0	**37.0**	**A**	**15.0**	**2,732**	**2,925**	**3,279**
2 Boca Chica (5.0- 9.0)	3.9	4-L/D	45/55	54.7	N/A	50.2	**58.1**	**A**	**7.9**	**5,102**	**6,714**	**6,265**
3 Big Coppitt (9.0- 10.5)	1.5	2-L/U	45/55	46.3	N/A	41.8	**46.6**	**B**	**4.7**	**1,167**	**1,691**	**1,391**
4 Saddlebunch (10.5- 16.5)	5.8	2-L/U	45/55	53.6	N/A	49.1	**52.7**	**B**	**3.5**	**3,362**	**5,747**	**4,130**
5 Sugarloaf (16.5- 20.5)	3.9	2-L/U	45	45.0	6.4	34.1	**47.7**	**A**	**13.6**	**8,783**	**9,866**	**9,752**
6 Cudjoe (20.5- 23.0)	2.5	2-L/U	45	45.0	N/A	40.5	**46.5**	**A**	**6.0**	**2,484**	**3,337**	**3,064**
7 Summerland (23.0- 25.0)	2.2	2-L/U	45	45.0	N/A	40.5	**44.8**	**B**	**4.3**	**1,567**	**2,311**	**2,040**
8 Ramrod (25.0- 27.5)	2.3	2-L/U	45	45.0	N/A	40.5	**47.0**	**A**	**6.5**	**2,476**	**3,261**	**2,285**
9 Torch (27.5- 29.5)	2.1	2-L/U	45	45.0	N/A	40.5	**48.0**	**A**	**7.5**	**2,608**	**3,310**	**2,886**
10 Big Pine (29.5- 33.0)	3.4	2-L/U	45	45.0	5.3	35.2	**40.4**	**B**	**5.2**	**2,928**	**3,935**	**4,561**
11 Bahia Honda (33.0- 40.0)	7.0	2-L/U (70%) 4-L/D (30%)	45/50/55	50.9	N/A	46.4	**52.5**	**A**	**6.1**	**7,071**	**9,804**	**7,998**
12 7-Mile Bridge (40.0- 47.0)	6.8	2-L/U	35/45/50/55	54.4	N/A	49.9	**54.5**	**B**	**4.6**	**5,180**	**7,971**	**3,716**
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14 Grassy (54.0- 60.5)	6.4	2-L/U	45/55	54.6	2.1	48.0	**51.3**	**C**	**3.3**	**3,497**	**6,010**	**3,603**
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19 U Matecumbe (79.5- 84.0)	4.1	2-L/U	45	45.0	N/A	40.5	**36.9**	**E**	**-3.6**	**(2,444)**	**(1,091)**	**(3,531)**
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22 Tavernier (91.5- 99.5)	8.0	4-L/D	45/50	47.2	5.7	37.0	**45.6**	**A**	**8.6**	**11,393**	**13,832**	**12,983**
23 Key Largo (99.5- 106.0)	6.8	4-L/D	45	45.0	5.2	35.3	**44.1**	**A**	**8.8**	**9,910**	**11,865**	**11,148**
24 Cross (106.0- 112.5)	6.2	2-L/U	45/55	51.4	N/A	46.9	**48.4**	**C**	**1.5**	**1,540**	**3,900**	**2,259**
Overall	108.3					45.0	44.7	**D**	**-0.3**	N/A		

Note: This table is based on all travel time runs except 3 SB runs in segment 1 (Stock Island) from 3-14-23 to 3-16-23. These 3 SB runs were excluded as the average travel speeds were very low (4-7 mph) and were considered as outliers. The overall travel speed is 44.7 mph as compared to the previous page table that has an overall travel speed of 44.2 mph and is based on all travel time runs.

TABLE 4
DELAY DATA SUMMARY AND COMPARISON

Delay Source	Number of Events		Total Delay		Excluded Time		Mean Delay Per Event		Mean Delay Per Trip	
	2023	(2021)	2023	(2021)	2023	(2021)	2023	(2021)	2023	(2021)
Traffic Signals	164	124	02:18:12	01:00:08	00:00:00	00:00:00	00:00:51	00:00:29	00:04:56	00:02:09
Drawbridges	6	2	00:35:32	00:12:00	00:35:32	00:12:00	00:05:55	00:06:00	00:01:16	00:00:26
Congestion	109	87	05:20:07	02:16:39	00:00:00	00:00:00	00:02:56	00:01:34	00:11:26	00:04:53
Left Turns	22	5	00:07:47	00:01:20	00:00:00	00:00:00	00:00:21	00:00:16	00:00:17	00:00:03
Right Turns	0	1	00:00:00	00:00:13	00:00:00	00:00:00	00:00:00	00:00:13	00:00:00	00:00:00
School Bus	3	9	00:01:00	00:03:14	00:01:00	00:03:14	00:00:20	00:00:22	00:00:02	00:00:07
Construction	18	10	04:29:55	02:14:56	04:29:55	02:14:56	00:15:00	00:13:30	00:09:38	00:04:49
Accidents	2	15	00:09:02	00:33:29	00:09:02	00:33:29	00:04:31	00:02:14	00:00:19	00:01:12
School Zones	0	1	00:00:00	00:00:42	00:00:00	00:00:42	00:00:00	00:00:42	00:00:00	00:00:01
Special Event	8	1	00:26:58	00:00:17	00:26:58	00:00:17	00:03:22	00:00:17	00:00:58	00:00:01
Total	332	255	13:28:33	06:22:59	05:42:27	03:04:38	00:02:26	00:01:30	00:28:53	00:13:41

2023
US 1 ARTERIAL TRAVEL TIME AND DELAY STUDY

MONROE COUNTY, FLORIDA

Prepared for:

Monroe County Planning Department

Prepared by:

AECOM

110 East Broward Boulevard, Suite 700, Fort Lauderdale, Florida 33301

April 2023

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1. EXECUTIVE SUMMARY

This report contains the results and findings of the 2023 Arterial Travel Time and Delay Study (ATTDS). The primary objective of this study is to determine the US 1 Level of Service (LOS) for concurrency management purposes pursuant to Chapter 163, Florida Statutes, Monroe County Land Development Regulations and the Monroe County Comprehensive Plan. The study methodology was developed by the US 1 Level of Service Task Force in 1993. The methodology established a procedure for using travel speed as a means of assessing the LOS and reserve capacity for US 1. The study methodology was modified by the US 1 LOS Task Force in 1997 and 2021 (see Monroe County Resolution 64-2021 in Appendix A) to account for the latest changes in the Highway Capacity Manual (HCM). Monroe County conducted travel time and delay studies along US 1 on an annual basis from 1991 to 2013; and on a biennial basis since 2013. The last ATTDS study was performed in 2021.

Both Monroe County and the Florida Department of Transportation (FDOT) have adopted a LOS C Standard for US 1. Further, 45 miles per hour (mph) has been adopted as the LOS C Standard for the entire length of US 1 regardless of the posted speed limits. Under the adopted growth management process, if the overall LOS for US 1 falls below the LOS C Standard, then no additional land development will be allowed in the Florida Keys, unless mitigation measures are proposed to address the LOS deficiencies.

The 2023 study results are presented in Table 1 on the next page.

TABLE 1
AVERAGE TRAVEL SPEEDS AND LEVELS OF SERVICE

Segment	Name of Segment	Beginning Control Point	Ending Control Point	Beginning Mile Marker	Ending Mile Marker	LOS 2019	LOS 2021	LOS 2023	Median Speed 2019	Median Speed 2021	Median Speed 2023
1	Stock Island	Cow Key Bridge (N)	Key Haven Boulevard	4.0	5.0	B	A	B	33.0	40.0	34.9
2	Boca Chica	Key Haven Boulevard	Rockland Drive	5.0	9.0	B	A	A	55.8	59.9	58.1
3	Big Coppitt	Rockland Drive	Boca Chica Road	9.0	10.5	B	B	B	46.1	47.5	46.6
4	Saddlebunch	Boca Chica Road	Harris Channel Bridge (N)	10.5	16.5	C	B	B	52.0	53.5	52.7
5	Sugarloaf	Harris Channel Bridge (N)	Bow Channel Bridge (N)	16.5	20.5	A	A	A	48.1	48.8	47.7
6	Cudjoe	Bow Channel Bridge (N)	Spanish Main Drive	20.5	23.0	A	A	A	47.2	47.9	46.5
7	Summerland	Spanish Main Drive	East Shore Drive	23.0	25.0	B	B	B	45.2	46.1	44.8
8	Ramrod	East Shore Drive	Torch-Ramrod Bridge (S)	25.0	27.5	A	A	A	46.7	46.5	47.0
9	Torch	Torch-Ramrod Bridge (S)	N. Pine Channel Bridge (N)	27.5	29.5	A	A	A	48.1	48.8	48.0
10	Big Pine	N. Pine Channel Bridge (N)	Long Beach Drive	29.5	33.0	B	A	B	42.4	42.7	40.4
11	Bahia Honda	Long Beach Drive	7-Mile Bridge (S)	33.0	40.0	A	A	A	54.2	54.8	52.5
12(2)	7-Mile Bridge	7-Mile Bridge (S)	7-Mile Bridge (N)	40.0	47.0	B	B	B	53.4	53.2	54.5
13	Marathon	7-Mile Bridge (N)	Coco Plum Drive	47.0	54.0	A	A	A	37.9	39.6	35.2
14	Grassy	Coco Plum Drive	Toms Harbor Ch Bridge (S)	54.0	60.5	C	C	C	50.7	51.4	51.3
15	Duck	Toms Harbor Ch Bridge (S)	Long Key Bridge (S)	60.5	63.0	C	C	B	53.3	53.2	53.6
16	Long	Long Key Bridge (S)	Channel #2 Bridge (N)	63.0	73.0	B	C	C	52.0	49.9	50.9
17(2)	Lower Matecumbe	Channel #2 Bridge (N)	Lignumvitae Bridge (S)	73.0	77.5	C	C	B	49.6	48.2	45.3
18(1)	Tea Table	Lignumvitae Bridge (S)	Tea Table Relief Bridge (N)	77.5	79.5	D	A	B	46.9	46.6	44.8
19(1)	Upper Matecumbe	Tea Table Relief Bridge (N)	Whale Harbor Bridge (S)	79.5	84.0	E	E	E	36.4	35.3	36.9
20(1)	Windley	Whale Harbor Bridge (S)	Snake Creek Bridge (N)	84.0	86.0	E	D	E	37.0	39.3	34.4
21(1) (2)	Plantation	Snake Creek Bridge (N)	Ocean Boulevard	86.0	91.5	D	C	D	35.3	34.7	33.3
22	Tavernier	Ocean Boulevard	Atlantic Boulevard	91.5	99.5	A	A	A	46.9	49.4	45.6
23	Key Largo	Atlantic Boulevard	C-905	99.5	106.0	A	A	A	44.2	45.0	44.1
24	Cross	C-905	County Line Sign	106.0	112.6	B	C	C	50.2	49.1	48.4
Overall				4.0	112.6	D	C	D	44.6	45.5	44.2

Segments with NO Reserve Capacity

(1) - Village of Islamorada

(2) – Segments with Speed Limit Changes

There are speed limit changes that were observed during the 2023 travel runs. The segments with speed limit changes shown with footnote (2) in Table 1, are: Segment #12 (7-Mile Bridge – MM 40.0 – MM 47.0), Segment #17 (Lower Matecumbe – MM 73.0 – MM 77.5) and Segment #21 (Plantation – MM 86.0 to 91.5).

- **In Segment #12, there were 45 and 55 mph speed limits signs in 2021, as compared to 35, 45, 50, and 55 mph speed limit signs in 2023. However, the weighted average posted speed for Segment #12 remained the same (54.4 mph) in 2021 and 2023.**
- **In Segment #17, there were 45, 50 and 55 mph speed limit signs in 2021, as compared to 45 and 50 mph speed limit signs in 2023. The weighted average posted speed for Segment #17 decreased from 52.5 mph in 2021 to 45.9 mph in 2023.**
- **In Segment #21, there were 35 and 45 mph speed limit signs in 2021, as compared to only 45 mph speed limit signs in 2023. The weighted average posted speed for Segment #21 increased from 43.0 mph in 2021 to 45.0 mph in 2023.**

- **As compared to the 2021 study, the median speeds in 5 of the 24 segments increased, ranging from 0.4 mph to 1.6 mph.**
- **As compared to the 2021 study, the median speeds in 19 of the 24 segments decreased, ranging from 0.1 mph to 5.1 mph.**
- **As compared to the 2021 study, the largest decrease in speed (-5.1 mph) was recorded in Segment #1 (Stock Island – MM 4.0 to MM 5.0); the LOS changed from 'A' to 'B'.**
- **As compared to the 2021 study, the largest increase in speed (1.6 mph) was recorded in Segment #19 (Upper Matecumbe – MM 79.5 to MM 84.0); the LOS 'E' remained unchanged.**
- **As compared to the 2021 study, the significant changes in LOS were recorded in Segments #20 and #21 (Windley – MM 84.0 to MM 86.0, Plantation – MM 86.0 to 91.5); the LOS changed from 'D' to 'E' and from 'C' to 'D', respectively.**

Segments with reserve speeds of less than or equal to 3 mph should be given particular attention when approving development applications. The segments within the 'area of concern' are segment #16 (Long – MM 63 to MM 73), segment #24 (Cross – MM 106 to MM 112.5), and the 12-mile segment in the upper keys covering segments #19 (Upper Matecumbe – MM 79.5 to MM 84.0), #20 (Windley – MM 84.0 to MM 86.0) and #21 (Plantation – MM 86.0 to 91.5); the last three segments (#19, #20, #21) have no reserve capacity.

The following is a list of considerations for review:

1) **Under the adopted growth management process, if the overall LOS for US 1 falls below the LOS C Standard, then no additional land development will be allowed unless mitigation measures are implemented. Roadway widening is a typical mitigation measure (or capacity improvement) used by most agencies. However, in Monroe County, road widening (specifically along US 1) is restricted by the adopted comprehensive plan policies to preserve and protect the fragile ecological conditions. There are other remedies that could be explored and evaluated to improve the traffic flow and capacity along US 1. Some examples include:**

    - **Upgrade the traffic signal infrastructure and/or signal timing at signalized intersections along US 1 to enhance traffic flow. FDOT has programmed a signal retiming study along US 1 in Monroe County, which is expected to start in early 2024.**
    - **Provide or improve transit service or other multi-modal transportation alternatives. The Monroe County Transit Department is in the process of initiating studies/ projects to improve transit service.**
    - **Implement active traffic management and Transportation System Management & Operation type improvements, which include real-time monitoring of traffic flow and implementing measures to address traffic congestion. Video cameras at some intersections are being installed through the ongoing Keys COAST project by FDOT, which will help monitor traffic flow.**
    - **Add turn lanes at strategic locations to improve roadway capacity.**
    - **Implement access management improvements (consolidate driveways/access points, modify median openings, etc.) to reduce interruptions to US 1 traffic.**
    - **Provide and/or improve frontage roads to reduce the impacts to US 1 traffic flow. Improve local roads to minimize US 1 being used as a local street for short trips.**
    - **Do not install new traffic signals along US 1, if a safe and/or less restrictive alternative (such as indirect left-turns, a roundabout, etc.) can be provided to accommodate traffic movements.**
    - **Conduct speed studies on selected segments of US 1 to confirm if the current posted speed limits are appropriate and modify, if necessary.**

    The US 1 Master Plan has identified several locations for improvements. It is recommended that follow-up studies be conducted at those locations to evaluate the feasibility of implementing improvements (such as the ones listed above or from the Master Plan) to enhance traffic flow.

2) **This is the first Travel Time and Delay Study conducted after all COVID-19 related restrictions have been lifted and more people appear to be traveling. The traffic data collected as part of this study, indicates higher volumes as compared to 2021 traffic volumes. The increased volumes may have impacted travel speeds.**

2. INTRODUCTION

Monroe County conducted travel time and delay studies along US 1 on an annual basis from 1991 to 2013; and on a biennial basis since 2013. The data collection for years 1991 through 1996 was conducted by the Monroe County Planning Department, with assistance from the Monroe County Engineering Department, and the Florida Department of Transportation (FDOT). URS and later AECOM have collected the data for years 1997 through 2023, on behalf of the Monroe County Planning Department with assistance from the agencies identified above. This report contains the travel time/delay data and findings for the year 2023.

The US 1 ATTDS's primary objective is to monitor the level of service on US 1 for concurrency management purposes pursuant to Chapter 163, Florida Statutes, Section 114 of the Monroe County Land Development Regulations and the Monroe County Comprehensive Plan. Although US 1 is predominantly an uninterrupted two-lane roadway, the US 1 Level of Service Task Force felt that due to US 1's uniqueness, it warrants an alternative LOS evaluation process to that found in the Highway Capacity Manual (HCM).

The US 1 Level of Service Task Force was formulated in 1992 to develop a methodology for US 1 that utilizes an empirical relationship between the volume-based capacities and the speed-based LOS. The US 1 Level of Service Task Force was a multi-agency group with members from Monroe County, the Florida Department of Transportation, and the Department of Economic Opportunity (formerly known as Florida Department of Community Affairs - DCA). The methodology established by the task force is a procedure for using travel speed as a means of assessing the level of service and reserve capacity for US 1. Each member organization of the Task Force has endorsed the methodology.

The US 1 Level of Service Task Force met in 1997 to re-evaluate the LOS procedure. After several meetings, the Task Force concluded that the speed-based LOS methodology should be used to assess the LOS along US 1 in Monroe County, with a minor change. The signal delay for LOS C was increased to 25 seconds from 15 seconds to account for changes in the HCM. The study methodology was modified again by the US 1 LOS Task Force in 2021 and the signal delay for LOS C was increased to 35 seconds from 25 seconds to account for the latest changes in the HCM. A copy of the current methodology titled "A Methodology to Assess Level of Service on US 1 in the Florida Keys"- January 2021, is included in Appendix A. Another change made by the 2021 US 1 Level of Service Task Force includes how the drawbridge delay is considered in the LOS calculations. Please refer to Appendix A for additional details.

Pursuant to Section 114-2(a)(1)(a) of the Land Development Code (LDC), US 1 shall have sufficient available capacity to operate at LOS C for the overall length and the 24 roadway segments of US 1, as measured by the US 1 Level of Service Task Force Methodology. In addition, all segments of US 1, as identified in the US 1 Level of Service Task Force Methodology, which would be impacted by a proposed development's access to US 1, shall have sufficient available capacity to operate at LOS C. Section 114-2(a)(1)(b) of the LDC states, development may be approved, provided that the development in combination with all other permitted developments will not decrease travel speed by more than five percent (5%) below LOS C, as measured by the US 1

Level of Service Task Force Methodology. While development may be approved within 5% of LOS C, the proposed development shall be considered to have an impact that needs mitigation. Development mitigation may be in the form of specific improvements or proportionate shared contribution towards improvements and strategies identified by the County, and/or FDOT to address any level of service degradation beyond LOS C and/or other potential deficiencies. If any mitigation measures are proposed, they should be reviewed and approved by FDOT prior to Monroe County approval. The proposed mitigation measures could be implemented in several ways (as part of the development, as a standalone project by the developer, or as part of a programmed roadway project by City/County/FDOT) depending on the nature of the mitigation measures and the timeframe for implementation. If the mitigation measures are to be implemented through a programed project in the 5-year work program, then the proportionate share of the project costs should be estimated by the developer. This estimate has to be reviewed and approved by FDOT and Monroe County.

Although there has never been a countywide development restriction, Big Pine Key experienced a localized development restriction between 1994 and 2002.

Following the 2012 LOS evaluation, the Monroe County Board of County Commissioners (BOCC) directed the Planning Department to re-write the LDC to remove the segment-based development restriction, but after further consideration between the BOCC and County staff, it was not implemented. In 2016, Monroe County adopted the 2030 Comprehensive Plan and implementing land development code which maintained the overall and segment-based LOS for transportation concurrency.

3. MONROE COUNTY LEVEL OF SERVICE (LOS) AND RESERVE CAPACITY ASSESSMENT OVERVIEW

US 1 (Overseas Highway) is the only principal arterial serving residents and visitors in the Keys. The unique geography, land use patterns and trip making characteristics of the Florida Keys present a challenge in developing and applying a reasonable and acceptable method to assess LOS.

Although US 1 in the Florida Keys is predominantly an uninterrupted, two-lane roadway, its uniqueness warrants an alternative LOS evaluation process to the methodology provided in the Highway Capacity Manual.

A uniform method was developed in 1992 by the US 1 Level of Service Task Force to assess the level of service on US 1, then amended in 1997 and 2021 to be consistent with current HCM. The adopted method considers both the overall level of service from Key West to the mainland, and the level of service for 24 segments (see Table 2). The original methodology was developed from basic criteria and principles contained in Chapter 7 (Rural Multilane Highways), Chapter 8 (Rural Two-Lane Highways) and Chapter 11 (Urban and Suburban Arterials) of the Highway Capacity Manual. The methodology establishes a procedure for using travel speed as a means of assessing the level of service and reserve capacity for US 1 in the Florida Keys.

TABLE 2
US 1 ROADWAY SEGMENTS

SEG NO.	*APPROXIMATE MILE - MARKER*		*CONTROL POINTS*		*KEY(S)*
	Beginning	*Ending*	*Beginning*	*Ending*	
1	4.0	5.0	Cow Key Bridge (N)	Key Haven Boulevard	Stock Island, Key Haven
2	5.0	9.0	Key Haven Boulevard	Rockland Drive	Boca Chica, Rockland
3	9.0	10.5	Rockland Drive	Boca Chica Road	Big Coppitt
4	10.5	16.5	Boca Chica Road	Harris Channel Bridge (N)	Shark, Saddlebunch
5	16.5	20.5	Harris Channel Bridge (N)	Bow Channel Bridge (N)	Lower Sugarloaf, Upper Sugarloaf
6	20.5	23.0	Bow Channel Bridge (N)	Spanish Main Drive	Cudjoe
7	23.0	25.0	Spanish Main Drive	East Shore Drive	Summerland
8	25.0	27.5	East Shore Drive	Torch-Ramrod Bridge (S)	Ramrod
9	27.5	29.5	Torch-Ramrod Bridge (S)	N. Pine Channel Bridge (N)	Torch
10	29.5	33.0	N. Pine Channel Bridge (N)	Long Beach Drive	Big Pine
11	33.0	40.0	Long Beach Drive	7- Mile Bridge (S)	W. Summerland, Bahia Honda, Ohio
12	40.0	47.0	7- Mile Bridge (S)	7- Mile Bridge (N)	7-Mile Bridge
13	47.0	54.0	7- Mile Bridge (N)	Cocoa Plum Drive	Marathon, Key Colony Beach
14	54.0	60.5	Cocoa Plum Drive	Toms Harbor Ch Bridge (S)	Fat Deer Crawl, Grassy
15	60.5	63.0	Toms Harbor Ch Bridge (S)	Long Key Bridge (S)	Duck, Conch
16	63.0	73.0	Long Key Bridge (S)	Channel # 2 Bridge (N)	Long, Fiesta, Craig
17	73.0	77.5	Channel #2 Bridge (N)	Lignum Vitae Bridge (S)	Lower Matecumbe
18	77.5	79.5	Lignum Vitae Bridge (S)	Tea Table Relief Bridge (N)	Fill
19	79.5	84.0	Tea Table Relief Bridge (N)	Whale Harbor Bridge (S)	Upper Matecumbe
20	84.0	86.0	Whale Harbor Bridge (S)	Snake Creek Bridge (N)	Windley
21	86.0	91.5	Snake Creek Bridge (N)	Ocean Boulevard	Plantation
22	91.5	99.5	Ocean Boulevard	Atlantic Boulevard	Key Largo
23	99.5	106.0	Atlantic Boulevard	C-905	Key Largo
24	106.0	112.5	C-905	County Line Sign	Key Largo, Cross Key

NOTE: (N) and (S) refer to the north and south ends of the bridges, respectively

The travel speeds for the entire 108-mile stretch of US 1 and the 24 individual segments are measured by conducting travel time runs during the peak season. The peak season, for the purpose of this study, has been established by the Task Force as the six-week window beginning the second week of February and ending the fourth week of March.

Overall speeds reflect the traffic conditions experienced by motorists making long distance trips or traffic traveling the entire length of the Keys. Given that US 1 is the only principal arterial in unincorporated Monroe County, the movement of long-distance traffic is an important consideration.

Both Monroe County and the FDOT have adopted a LOS C standard for US 1. Regardless of the posted speed limit, 45 mph has been adopted as the LOS C Standard for the entire length of US 1. Under the adopted growth management process, if the overall LOS for US 1 falls below the LOS C Standard, then no additional land development will be allowed in the Florida Keys unless mitigation measures are implemented.

Segment speeds are the speeds recorded within the individual segments of US 1. The segments were defined by the Task Force to reflect roadway cross-sections, speed limits, and geographical boundaries. Segment speeds reflect the conditions experienced during local trips. Given that US 1 serves as the principal arterial in the Keys, the movement of local traffic is also an important consideration.

LOS is determined for individual segments by comparing the weighted average posted speed limits with the median travel speeds. The difference between the segment travel speed and the LOS C Standard is referred to as reserve speed. The reserve speed is converted to an estimated reserve capacity of additional traffic volume. If the travel speed falls below the LOS C Standard, additional trips equivalent to 5% of LOS C capacity can be allowed, to accommodate a limited amount of development to continue until traffic speeds are measured again the following year or until remedial actions are implemented. While development may be approved within 5% of LOS C, the proposed development shall be considered to have an impact that needs mitigation.

4. DATA COLLECTION

The field data collection took place between March 5, 2023 and March 18, 2023. The data was recorded by date, day of the week, time of the day, and direction of travel. Fourteen (14) round trips were made to complete the required 28 travel time runs. These runs represent a sample of two runs for each day. The data collection methodology and the data collected are presented in Appendices A and B, respectively. The seven-day, 24-hour traffic data was collected in Islamorada, Marathon, and Big Pine Key from March 13, 2023 to March 19, 2023. The volume data is provided in Appendix C.

The field studies employed a staggered schedule of departure times previously approved by the Task Force to capture peak hour conditions in as many different locations as possible during the approximately 2.5-hour one-way trip between Key West and the mainland. The staggered schedule of departure also helps to capture the varied trip purposes and time frames within the Keys.

In addition, supplemental travel time runs were conducted (as required by the 2021 US 1 LOS Methodology Update) between March 15, 2023 and March 17, 2023 in the four southernmost segments to better reflect AM and PM peak conditions associated with traffic entering and exiting the City of Key West. It should be noted that the results of the supplemental runs are included in the 2023 ATTDS Report for informational purposes only and are not used in the LOS calculations. This information is to be reviewed to decide if supplemental runs should be incorporated into future ATTDS and LOS calculations, as directed by the Monroe County BOCC.

5. FIELD OBSERVATIONS

Traffic Signals

There are 17 traffic signals, two flashing signals, seven emergency signals, one drawbridge signal, one Pedestrian Hybrid Beacon (PHB) and two pedestrian signals along the study corridor:

LOCATION	APPROX. MILE MARKER	SEGMENT
College Road	4.4	1
Cross Street	4.6	1
McDonald Avenue	4.8	1
3rd Street (Flashing Signal)	4.9	1
Emerald Drive (Emergency Signal)	10.5	3
Sugarloaf Boulevard (Flashing Signal)	10.5	5
Crane Boulevard	19.5	5
Key Deer Boulevard	30.3	10
33rd Street	48.5	13
Sombrero Beach Road	50.0	13
89th Street (Emergency Signal)	51.7	13
107th Street	52.4	13
109th Street	52.5	13
Pedestrian Crossing – 121st Street	53.0	13
Sadowski Causeway	53.5	13
Coco Plum Drive	54.0	13/14
Layton Drive (Emergency Signal)	68.4	16
Snake Creek Bridge (Drawbridge Signal)	85.7	20
Woods Avenue	90.0	21
Bessie Road	90.5	21
Ocean Boulevard	91.5	21/22
Jo-Jean Way (Emergency Signal)	92.0	22
Burton Drive	92.6	22
Fisherman's Trail (Emergency Signal)	99.1	22
East Drive (Emergency Signal)	99.2	22
Ocean Bay Drive/Atlantic Boulevard	99.5	22/23
Pedestrian Crossing (PHB) – Bay Drive	99.8	23
Tarpon Basin Drive	101.0	23
Pedestrian Crossing – Bowen Drive	105.0	23
CR-905 (Emergency Signal)	106.5	23/24

As it was done in the past, only a partial impact of the signal was considered for the pedestrian signals mentioned above. The delays associated with traffic signals located at the beginning or end of segments, such as Coco Plum Drive, Ocean Boulevard and Atlantic Boulevard intersections, are divided between the two adjacent segments.

The three closely-spaced traffic signals in Stock Island (Segment 1) were observed to experience slightly less delay events (11 in 2023 vs. 13 in 2021) but increased total delay (13 minutes and 20 seconds in 2023 vs. 7 minutes and 3 seconds in 2021) as compared to the year 2021.

The six traffic signals in Marathon (Segment 13) were observed to experience more events and significantly more total delay as compared to the year 2021. The number of delay events increased to 45 in 2023 vs. 37 in 2021. The total delay time caused by these signals was 39 minutes and 18 seconds in 2023 as compared to 15 minutes and 21 seconds in 2021.

The last signal retiming study that included 16 traffic signals along US 1, was performed by FDOT in 2019. It is possible that a new Countywide signal retiming study (along US 1) may help reduce the overall signal delay.

Traffic Counts

Mechanical traffic counters and hoses were installed on March 13, 2023 along US 1 at the following locations:

- **Big Pine Key, on the south side of the North Pine Channel Bridge (MM 29);**
- **Marathon, in front of McDonalds (MM 50);**
- **Upper Matecumbe, on the south side of the Whale Harbor Bridge (MM 84).**

As compared to the volumes collected in 2021, the traffic volumes collected in 2023 were found to be higher in Big Pine, Marathon and Upper Matecumbe Keys (see Table 3). Additional traffic data was collected to identify localized differences in traffic volumes in Big Pine Key. Please see Appendix C for a summary of this data.

6. RESULTS AND DISCUSSIONS

Traffic Volumes

US 1 is predominately a four-lane facility in Marathon and a two-lane facility in Upper Matecumbe and Big Pine Key. Seven-day continuous traffic counts recorded between March 13 and March 19, 2023 at the three locations listed below were used to calculate the average daily traffic (ADT) and annual average daily traffic (AADT). The 7-day average volumes were used along with seasonal and axle factors to estimate the 2023 AADTs. Traffic data summaries are included in Appendix C.

Location	5-Day ADT	7-Day ADT	AADT
Big Pine Key (MM 29)	23,427	22,428	19,580
Marathon (MM 50)	38,262	36,739	32,430
Upper Matecumbe (MM 84)	26,152	26,908	23,751

The 2023 ADT increased in Big Pine (2 - 3%), Marathon Key (2 - 3%) and Upper Matecumbe (6 - 9%) Keys as compared to 2021. A detailed historical comparison of the US 1 traffic counts for the period from 1993 to 2023 is presented in Appendix D. A comparison of the most recent data (2010 to 2023) is presented in Table 3 and represented graphically in Figure 1.

US 1 historical traffic growth is depicted in a regression analysis graph in Figure 2. A linear regression analysis of the AADT at each of the three locations over the last 26 years indicates that there is a slight increase in overall traffic growth at the Marathon and Upper Matecumbe count locations, and an overall slightly decreasing trend in traffic volumes for the Big Pine count location (but the last 4-year data shows an increasing trend).

Overall Speeds

The Level of Service (LOS) criteria for overall speeds on US 1 in Monroe County, as adopted by the Task Force, is as follows:

LOS A	**51.0 mph or above**
LOS B	**50.9 mph to 48 mph**
LOS C	**47.9 mph to 45 mph**
LOS D	**44.9 mph to 42 mph**
LOS E	**41.9 mph to 36 mph**
LOS F	**below 36 mph**

Both Monroe County and the FDOT have adopted a LOS C standard for US 1.

TABLE 3
US 1 TRAFFIC COUNTS – HISTORICAL COMPARISON

	2010		2011		2012		2013		2015		2017		2019		2021		2023	
	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	Count	Count	% Change	Count	% Change	Count	% Change	Count	% Change
Big Pine																		
5 – Day Average	20,651	-2.78%	20,468	-0.88%	21,056	2.87%	20,986	-0.33%	22,833	22,799	22,799	-4.02%	22,408	2.25%	22,799	1.74%	23,427	2.75%
7 – Day Average	20,115	-2.62%	20,070	-0.22%	20,579	2.53%	20,066	-2.49%	22,106	22,009	22,009	-2.31%	21,722	0.59%	22,009	1.32%	22,428	1.90%
AADT	17,842	6.97%	17,684	-0.88%	18,011	1.85%	17,943	-0.38%	20,139	19,427	19,427	-5.42%	18,753	-1.54%	19,427	3.59%	19,580	0.79%
Marathon																		
5 – Day Average	31,883	-6.76%	32,156	0.85%	34,145	6.19%	34,097	-0.14%	38,824	38,262	38,262	1.44%	43,041	9.29%	38,262	-11.10%	39,386	2.94%
7 – Day Average	30,548	-5.42%	31,097	1.79%	32,985	6.07%	32,783	-0.61%	38,144	36,739	36,739	2.87%	42,530	8.39%	36,739	-13.62%	37,675	2.55%
AADT	27,547	5.62%	27,782	0.85%	29,208	5.13%	29,153	-0.19%	34,243	32,430	32,430	1.07%	36,716	6.09%	32,430	-11.67%	32,890	1.42%
Upper Matecumbe																		
5 – Day Average	22,588	-2.09%	24,326	7.69%	24,561	0.97%	23,656	-3.68%	26,079	26,152	26,152	-1.84%	25,856	1.01%	26,152	1.14%	28,615	9.42%
7 – Day Average	22,634	-1.66%	24,508	8.27%	24,936	1.75%	23,164	-7.11%	25,817	26,908	26,908	1.20%	25,837	-1.11%	26,908	4.15%	28,419	5.62%
AADT	19,516	5.01%	21,017	7.69%	21,009	-0.04%	20,226	-3.73%	23,002	23,751	23,751	0.18%	22,305	-3.20%	23,751	6.48%	24,810	4.46%

Figure 1: U.S. 1 AADT - HISTORICAL COMPARISON

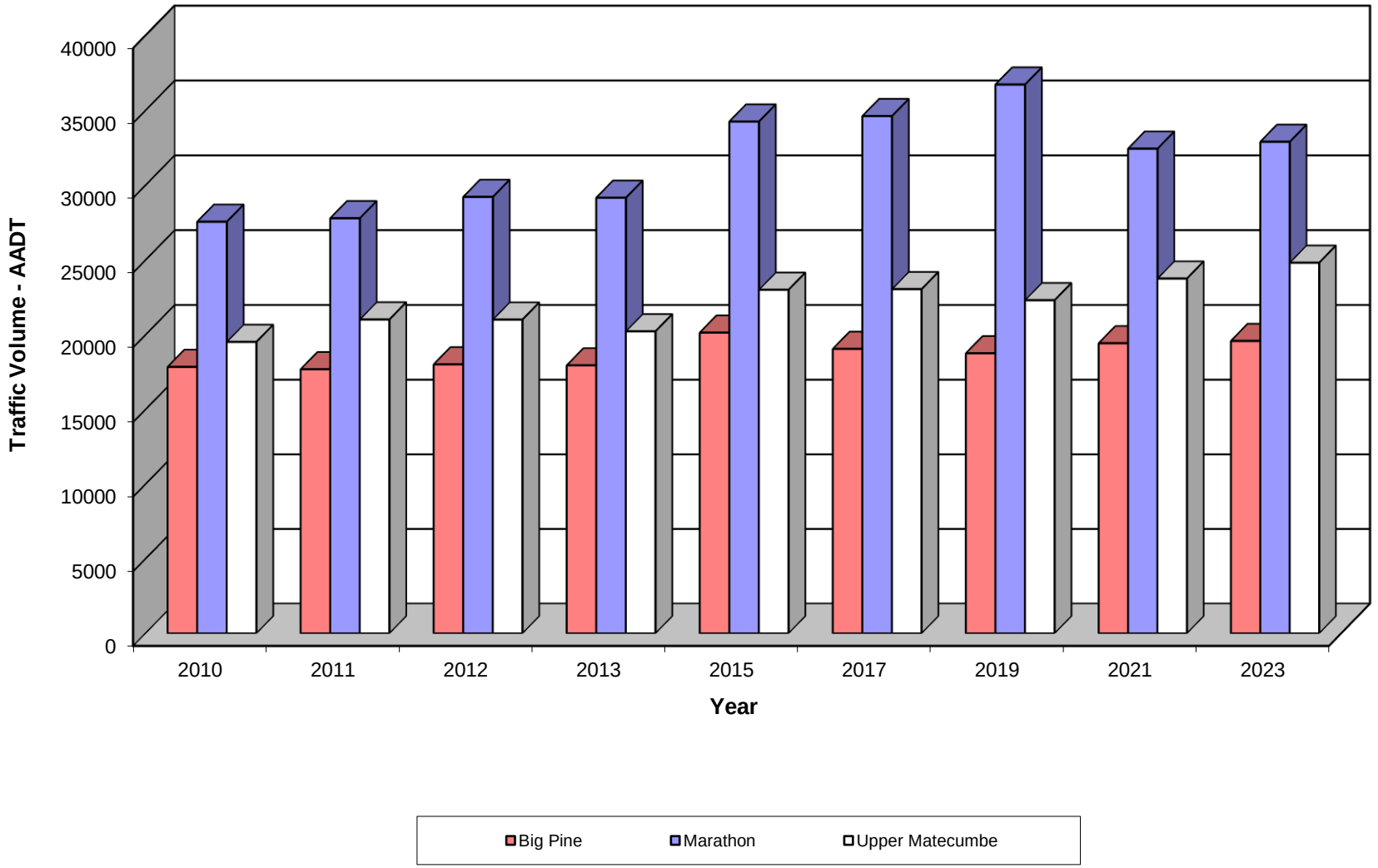
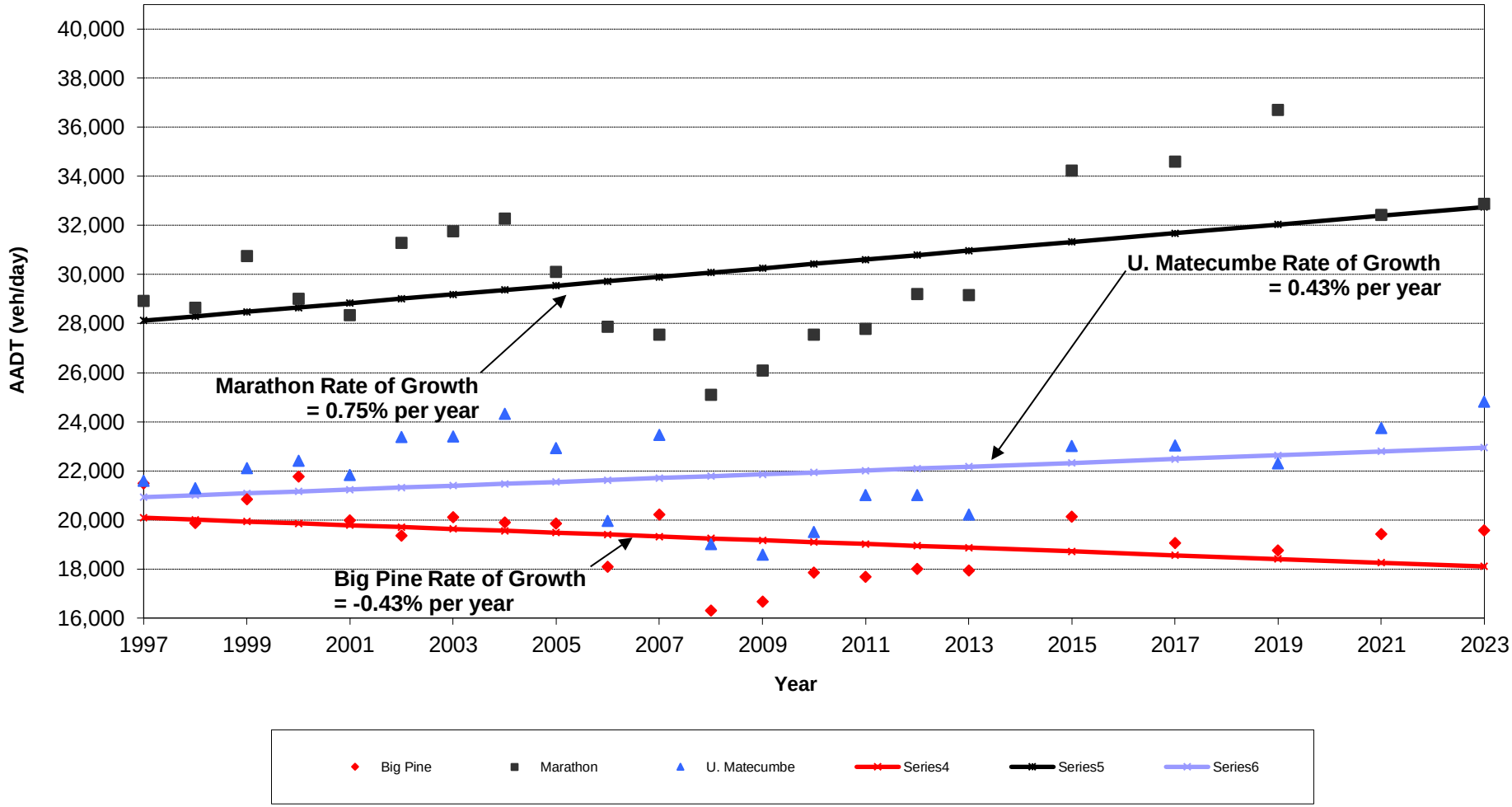


Figure 2: U.S. 1 Historical Traffic Growth
AADT



The overall median speed during the 2023 ATTDS was 44.2 mph, which is 1.3 mph lower than the 2021 median speed of 45.5 mph. The median speed corresponds to LOS D. The highest overall speed recorded during the 14-day ATTDS was 47.6 mph (2.0 mph lower than the 2021 highest overall speed of 49.6 mph), which occurred on Saturday, March 11, 2023 in the northbound direction. The lowest overall speed recorded was 36.6 mph (1.1 mph higher than the 2021 lowest overall speed of 35.5 mph), which occurred on Thursday, March 16, 2023 in the southbound direction. The 2023 travel speed data is summarized in Appendix E. See Appendix F for comparisons of speed data from the 2023 study to previous years data.

Segment Speeds

Segment speeds are the speeds recorded within individual segments of US 1. Segment speeds reflect the conditions experienced during local trips. Given that US 1 serves as the main arterial in the Keys, the movement of local traffic along US 1 is also an important consideration.

The level of service criteria for segment speeds on US 1 in Monroe County depends on the flow characteristics and the posted speed limits within the given segment. The criteria, listed by type of flow characteristic, are explained in the LOS Methodology provided in Appendix A, and summarized below.

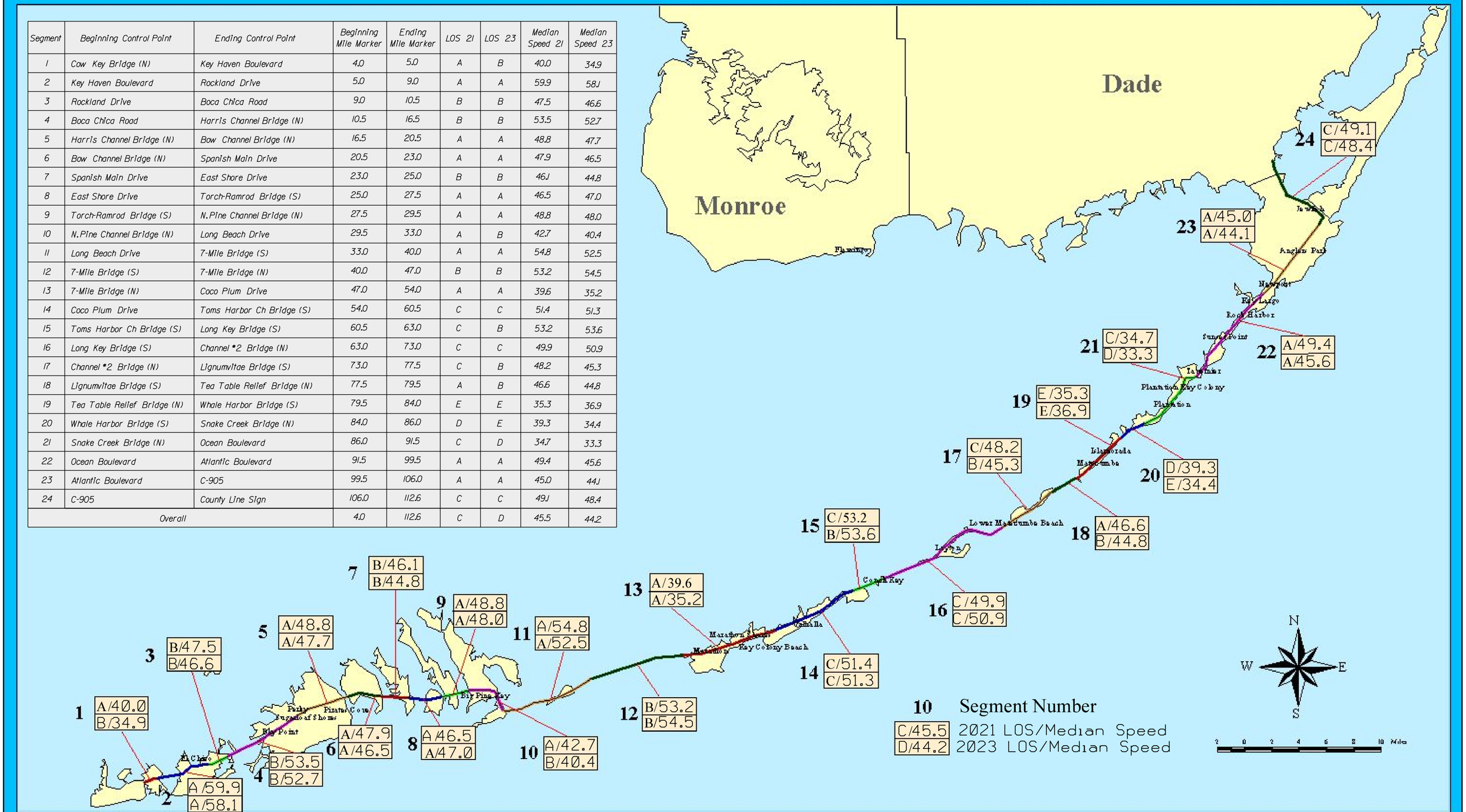
Interrupted Flow
LOS A ≥ 35 mph
LOS B ≥ 28 mph
LOS C ≥ 22 mph
LOS D ≥ 17 mph
LOS E ≥ 13 mph
LOS F < 13 mph

Uninterrupted Flow
LOS A ≥ 1.5 mph above the posted speed limit
LOS B ≥ 3.0 mph below LOS A
LOS C ≥ 6.0 mph below LOS A
LOS D ≥ 9.0 mph below LOS A
LOS E ≥ 15.0 mph below LOS A
LOS F < 15.0 mph below LOS A

For all "uninterrupted" segments containing isolated traffic signals, the travel times were reduced by 35 seconds per signalized intersection and 3 seconds per pedestrian signal to account for delay due to signals. The Marathon and the Stock Island segments are considered "interrupted" flow facilities, which are evaluated using the interrupted flow LOS criteria shown above. Therefore, no adjustments (to account for delay at signals) were made to travel times in these segments.

The segment limits, median travel speeds, and Level of Service (for 2021 and 2023) for each segment are presented in Figure 3. The median segment speed ranged from 58.1 mph in the Boca Chica segment to 33.3 mph in the Plantation segment. A summary of LOS changes, as compared to the 2021 ATTDS, are shown in the following pages.

Segment	Beginning Control Point	Ending Control Point	Beginning Mile Marker	Ending Mile Marker	LOS 21	LOS 23	Median Speed 21	Median Speed 23
1	Cow Key Bridge (N)	Key Haven Boulevard	4.0	5.0	A	B	40.0	34.9
2	Key Haven Boulevard	Rockland Drive	5.0	9.0	A	A	59.9	58.1
3	Rockland Drive	Boca Chica Road	9.0	10.5	B	B	47.5	46.6
4	Boca Chica Road	Harris Channel Bridge (N)	10.5	16.5	B	B	53.5	52.7
5	Harris Channel Bridge (N)	Bow Channel Bridge (N)	16.5	20.5	A	A	48.8	47.7
6	Bow Channel Bridge (N)	Spanish Main Drive	20.5	23.0	A	A	47.9	46.5
7	Spanish Main Drive	East Shore Drive	23.0	25.0	B	B	46.1	44.8
8	East Shore Drive	Torch-Ramrod Bridge (S)	25.0	27.5	A	A	46.5	47.0
9	Torch-Ramrod Bridge (S)	N.Pine Channel Bridge (N)	27.5	29.5	A	A	48.8	48.0
10	N.Pine Channel Bridge (N)	Long Beach Drive	29.5	33.0	A	B	42.7	40.4
11	Long Beach Drive	7-Mile Bridge (S)	33.0	40.0	A	A	54.8	52.5
12	7-Mile Bridge (S)	7-Mile Bridge (N)	40.0	47.0	B	B	53.2	54.5
13	7-Mile Bridge (N)	Coco Plum Drive	47.0	54.0	A	A	39.6	35.2
14	Coco Plum Drive	Toms Harbor Ch Bridge (S)	54.0	60.5	C	C	51.4	51.3
15	Toms Harbor Ch Bridge (S)	Long Key Bridge (S)	60.5	63.0	C	B	53.2	53.6
16	Long Key Bridge (S)	Channel #2 Bridge (N)	63.0	73.0	C	C	49.9	50.9
17	Channel #2 Bridge (N)	Lignumvitae Bridge (S)	73.0	77.5	C	B	48.2	45.3
18	Lignumvitae Bridge (S)	Tea Table Relief Bridge (N)	77.5	79.5	A	B	46.6	44.8
19	Tea Table Relief Bridge (N)	Whale Harbor Bridge (S)	79.5	84.0	E	E	35.3	36.9
20	Whale Harbor Bridge (S)	Snake Creek Bridge (N)	84.0	86.0	D	E	39.3	34.4
21	Snake Creek Bridge (N)	Ocean Boulevard	86.0	91.5	C	D	34.7	33.3
22	Ocean Boulevard	Atlantic Boulevard	91.5	99.5	A	A	49.4	45.6
23	Atlantic Boulevard	C-905	99.5	106.0	A	A	45.0	44.1
24	C-905	County Line Sign	106.0	112.6	C	C	49.1	48.4
Overall			4.0	112.6	C	D	45.5	44.2



Average Travel Speeds And Levels Of Service

2023 Travel Time Delay Study

Figure 3

SOURCE(S): Florida Department of Transportation Transportation Statistics Office; URS Consultants, Inc.

AECOM
110 E. Broward Boulevard, Ste 700
Fort Lauderdale, FL 33301

1511

$FILE$
$TIME$
$DATE$

There are LOS changes in 7 segments in 2023 study compared to the 2021 study – the LOS for five segments have degraded, and the LOS for two segments have improved.

- **Stock Island segment (1) changed from LOS 'A' to LOS 'B'**
- **Big Pine segment (10) changed from LOS 'A' to LOS 'B'**
- **Duck segment (15) changed from LOS 'C' to LOS 'B'**
- **Lower Matecumbe segment (17) changed from LOS 'C' to LOS 'B'**
- **Tea Table segment (18) changed from LOS 'A' to LOS 'B'- Village of Islamorada**
- **Windley segment (20) changed from LOS 'D' to LOS 'E' - Village of Islamorada**
- **Plantation segment (21) changed from LOS 'C' to LOS 'D'- Village of Islamorada**

LOS A	LOS B	LOS C	LOS D	LOS E
	(-) Stock Island (1) (-) Big Pine (10) (+) Duck (15) (+) L. Matecumbe (17) (-) Tea Table (18)		(-) Plantation (21)	(-) Windley (20)

As compared to the 2021 study, the median segment speeds decreased in 19 of the 24 segments, ranging between 0.1 mph and 5.1 mph, and increased in 5 segments, ranging from 0.4 mph to 1.6 mph.

The largest increase in speed (+1.6 mph) was recorded in Segment #19 (Upper Matecumbe – MM 79.5 to MM 84.0); The largest reduction in speed (-5.1 mph) was recorded in Segment #1 (Stock Island – MM 4.0 to MM 5.0).

As compared to the 2021 study, the LOS degraded in five of the 24 segments, and improved in two segments. The LOS did not change in the rest of the segments. The significant LOS changes recorded in Segments #20 (Windley – MM 84.0 to MM 86.0; LOS changed from 'D' to LOS 'E'), #21 (Plantation – MM 86.0 to MM 91.5; LOS changed from 'C' to LOS 'D').

Summary tables of the measured travel speeds by day, segment, and fourteen-day average are included in Appendix E.

Supplemental Travel Time Runs

Supplemental travel time runs were conducted (as required by the 2021 US 1 LOS Methodology Update) between March 15, 2023 and March 17, 2023 in the four southernmost segments to better reflect AM and PM peak conditions associated with traffic entering and exiting the City of Key West. The supplemental runs indicate that the travel speeds in Segment 1 and 3 are relatively lower during peak hours, as compared to the travel speeds measured during travel time runs conducted using the staggered schedule. However, the peak hour LOS for all four segments remained unchanged (LOS B for segment 1, LOS A for segment 2, LOS D for segment 3 and LOS B for segment 4). A summary table of measured travel speeds by day, segment and three-day average from the supplemental travel runs is also included in Appendix E. It should also be noted that the results of the supplemental runs are included in the 2023 ATTDS Report for informational purposes only and are not used in the LOS calculations. This information is to be reviewed to decide if supplemental runs should be incorporated into future ATTDS and LOS calculations, as directed by the Monroe County BOCC.

Delay

A delay event starts whenever the speed of the test vehicle falls below 5 mph. The delay event continues until the test vehicle's speed increases to 15 mph. During the study, the observers encountered a total of 332 separate delay events. Thirty-seven (37) of these delay events, resulting in 5 hours 42 minutes and 27 seconds, were excluded from the overall and the segment travel time calculations. The excluded delays were caused by non-recurring events, such as accidents and road construction.

A detailed listing of the specific sources of delay is included in Appendix H of this report. It should be noted that segment # 25 (MM 112.6 – MM 126.5), which belongs to Miami-Dade County was not included in the total delay calculations. However, the delays in that segment were listed in Appendix H. A summary of the delay data (as compared to 2021 data), is provided in Table 4. The mean delay per trip is the total delay recorded for a given delay event divided by the study's 28 one-way trips. The mean delay per trip is found to be 28 minutes and 53 seconds.

TABLE 4
DELAY DATA SUMMARY AND COMPARISON

Delay Source	Number of Events		Total Delay		Excluded Time		Mean Delay Per Event		Mean Delay Per Trip	
	2023	(2021)	2023	(2021)	2023	(2021)	2023	(2021)	2023	(2021)
Traffic Signals	164	124	02:18:12	01:00:08	00:00:00	00:00:00	00:00:51	00:00:29	00:04:56	00:02:09
Drawbridges	6	2	00:35:32	00:12:00	00:35:32	00:12:00	00:05:55	00:06:00	00:01:16	00:00:26
Congestion	109	87	05:20:07	02:16:39	00:00:00	00:00:00	00:02:56	00:01:34	00:11:26	00:04:53
Left Turns	22	5	00:07:47	00:01:20	00:00:00	00:00:00	00:00:21	00:00:16	00:00:17	00:00:03
Right Turns	0	1	00:00:00	00:00:13	00:00:00	00:00:00	00:00:00	00:00:13	00:00:00	00:00:00
School Bus	3	9	00:01:00	00:03:14	00:01:00	00:03:14	00:00:20	00:00:22	00:00:02	00:00:07
Construction	18	10	04:29:55	02:14:56	04:29:55	02:14:56	00:15:00	00:13:30	00:09:38	00:04:49
Accidents	2	15	00:09:02	00:33:29	00:09:02	00:33:29	00:04:31	00:02:14	00:00:19	00:01:12
School Zones	0	1	00:00:00	00:00:42	00:00:00	00:00:42	00:00:00	00:00:42	00:00:00	00:00:01
Special Event	8	1	00:26:58	00:00:17	00:26:58	00:00:17	00:03:22	00:00:17	00:00:58	00:00:01
Total	332	255	13:28:33	06:22:59	05:42:27	03:04:38	00:02:26	00:01:30	00:28:53	00:13:41

Signal Delays

The third largest recurring delay was caused by traffic signals. During the 2023 study, 164 observable signal delay events were noted in the vicinity of the signalized intersections as compared to 124 delay events in 2021. Traffic signals resulted in a total delay of 2 hours, 18 minutes and 12 seconds in 2023, as compared to 1 hour and 8 seconds in 2021. Some notable observations based on signal delay are provided below:

- **The mean delay per event for signals in Segments # 1, 10, 13 and 22 was higher than the LOS C threshold value of 35 seconds (deducted as per the methodology).**
- **The average signal delay per trip for Segment # 1 was lower (29 seconds) than the 35 second threshold; the average signal delay per trip for Segment # 23 was higher (41 seconds) than the 35 second threshold.**
- **The signal at Sombrero Beach Road (Segment # 13) caused the most delay, 24 minutes and 12 seconds, which accounted for 18% of the total signal delay. In**

addition, the signal at Sombrero Beach Road had the highest mean delay per event with 14 signal delay events, at 1 minute and 44 seconds.

- The signal at Atlantic Boulevard (Segment # 22/23) caused the second highest delay, 22 minutes and 55 seconds, (from a total of 29 delay events), which accounted for 17% of the total signal delay.
- The signal at Key Deer Boulevard in the Big Pine segment (Segment # 10) caused the third highest delay (from a total of 13 delay events), which accounted for 14% of the total signal delay.
- The Marathon segment (Segment # 13) experienced the highest number of signal delay events (45), as well as signal delay with 39 minutes and 18 seconds delay (28% of the total signal delays).

The last signal retiming study that included 16 traffic signals along US 1, was performed by FDOT in 2019. It is possible that signal retiming at the above segments/locations may help reduce the signal delay, which may improve the overall US 1 Level of Service. FDOT has programmed a signal retiming study along US 1 in Monroe County, which is expected to start in early 2024.

Accident Delay

The accident-related delays, although non-recurring, were observed to be the sixth highest delay event category during the 2023 study. Two accident delay events were recorded during the 2023 study, accounting for 9 minutes and 2 seconds of delay. The accident delays were excluded from the overall and segment travel times.

Turning Vehicles Delay

There were 22 left-turn delay events during the 2023 study. Left-turn delays accounted for 7 minutes and 47 seconds, with a mean delay of 21 seconds.

Drawbridge Delay

The bridge across the Snake Creek was the only drawbridge observed along the entire length of the study segment. There were six drawbridge events during the 2023 study, compared to two events in the 2021 travel time study. Drawbridge delays accounted for 35 minutes and 32 seconds, with an average delay of 5 minutes and 55 seconds per event. The drawbridge delays were excluded from the overall and segment travel times.

Congestion Delay

Congestion related delay represents the largest recurring delay observed during the 2023 study. There were 109 congestion related delay events, resulting in 5 hours 20 minutes and 7 seconds of delay. It is possible that some of this delay was caused by inadequate roadway capacity, stop and go conditions in the vicinity of signalized intersections, drawbridge openings, accidents, vehicles turning from through lane, etc. Specific sources of congestion were not always visible to the observers in the test vehicle, especially if the test vehicle was in a long queue; or the delay event has ended (such as red signal indication may have changed to green or the open drawbridge may have been lowered, or accident scene has been cleared) by the time the test vehicle approached the event location.

Construction Delay

Construction delays accounted for 4 hours 29 minutes and 55 seconds during the 2023 study, as compared to 2 hours 14 minutes and 56 seconds construction delay during the 2021 study. Construction related delay represents the second largest single delay observed during the 2023 study. There was significant increase in construction delay

during the 2023 study as compared to 2021 study. For example, emergency water main repairs at MM 84 affected travel time runs on March 8 and March 9; only SB direction of travel was allowed at a time on US 1, while the NB traffic was diverted to Old Hwy (parallel to US 1) and afterwards merged back to US 1; flagger operations were used for traffic management. In addition, significant construction delays were caused due to regular road work on the right shoulder that affected several travel time runs; cones were placed on the right shoulder over a long distance at the Village of Islamorada, especially in the SB direction. Construction vehicles may have caused actual interference with traffic, but observers could not visually confirm during the travel time runs. The construction delays were excluded from the overall and segment travel times.

Reserve Capacities

The difference between the median speed and the LOS C Standard speed gives the reserve speed, which in turn can be converted to an estimated reserve capacity. The overall median speed of 44.2 mph compared to the LOS C standard of 45 mph results in a negative overall reserve speed of -0.8 mph. This reserve speed is converted into an estimated number of reserve trips using the formula below:

$$\text{Reserve Volume} = \frac{\text{Reserve Speed} \times K \times \text{Overall Length}}{\text{Trip Length}}$$

$$\text{Reserve Volume} = \frac{\text{Reserve speed} \times 1656 \text{ daily trips/mph} \times 112 \text{ miles}}{10 \text{ miles}}$$

Applying the formula for reserve volume to each of the 24 segments of US 1 individually gives maximum reserve volumes for all segments totaling 90,496 trips. These individual reserve volumes may be unobtainable, due to the constraint imposed by the overall reserve volume.

County regulations and FDOT policy allow segments that fail to meet the LOS C standards to receive an allocation not to exceed five percent below the LOS C standard. The so-called five percent allocations were calculated for such segments as follows:

$$\text{5\% Allocation} = \frac{(\text{median speed} - 95\% \text{ of LOS C}) \times 1656 \times \text{Length}}{\text{Trip Length}}$$

The following three segments were identified to be functioning below the LOS C threshold: Segment #19 (Upper Matecumbe), Segment #20 (Windley) and Segment #21 (Plantation). These three segments have depleted their reserve capacities. All three segments are in the Village of Islamorada.

A summary table displaying level of service and reserve capacity values for each segment as well as overall US 1 are contained in Appendix G.

7. SUMMARY

The following is a summary of the 2023 Travel Time and Delay Study results as compared to the 2021 Travel Time and Delay Study:

a) The average daily traffic volumes (ADTs) have increased in Big Pine (2 - 3%), Marathon (2 - 3%) and Upper Matecumbe (6 - 9%) Keys as compared to 2021 volumes.

b) The overall travel speed on US 1 based on the 2023 study is 44.2 mph, which is 1.3 mph lower than the 2021 overall travel speed.

c) As compared to the 2021 data, the median travel speeds in 19 of the 24 segments have decreased. They are:

- Boca Chica (-1.8 mph)	- Grassy (-0.1 mph)
- Sugarloaf (-1.1 mph)	- Big Pine (-2.3 mph)
- Cudjoe (-1.4 mph)	- Torch (-0.8 mph)
- Big Coppitt (-0.9 mph)	- Bahia Honda (-2.3 mph)
- Tavernier (-3.8 mph)	- Windley (-4.9 mph)
- Key Largo (-0.9 mph)	- L Matecumbe (-2.9 mph)
- Stock Island (-5.1 mph)	- Tea Table (-1.8 mph)
- Marathon (-4.4 mph)	- Plantation (-1.4 mph)
- Summerland (-1.3 mph)	- Cross (-0.7 mph)
- Saddlebunch (-0.8 mph)	

Median travel speeds in five segments have increased. They are:

- Duck (+0.4 mph)	- Ramrod (+0.5 mph)
- Long (+1.0 mph)	- U Matecumbe (+1.6 mph)
- 7-Mile Bridge (+1.3 mph)	

d) As compared to the 2021 study, there are LOS changes in seven of the 24 segments – the LOS for five segments have degraded, and the LOS for two segments have improved. Segment # 20 (Windley – MM 84.0 – MM 86.0) LOS changed from LOS 'D' to 'E'. Segment # 21 (Plantation – MM 86.0 – MM 91.5) LOS changed from LOS 'C' to 'D'. The LOS for Segment #19 (Upper Matecumbe – MM 79.5 – MM 84.0) remained at LOS 'E'. These three segments have no reserve capacity and should be given special attention.

e) There were six drawbridge delay events during the 2023 study, as compared to two drawbridge delay events in the 2021 study. Drawbridge delays accounted for 35 minutes and 32 seconds, with an average delay of 5 minutes and 55 seconds.

f) There were 18 construction delay events in 2023 (accounted for 4 hours 29 minutes and 55 seconds), as compared to 10 construction delay events (accounted for 2 hours 14 minutes and 56 seconds) in 2021.

g) There were 164 signal related delay events in 2023, resulting in 2 hours 18 minutes and 12 seconds of delay, as compared to 1 hour and 8 seconds (in 124 signal related events) in 2021. The signal delay events contributed to 4 minutes and 56 seconds of delay per trip on an average, which is higher when compared to the 2021 average signal delay per trip of 2 minutes and 9 seconds.

h) Segments with reserve speeds of less than or equal to 3 mph should be given particular attention when approving development applications. Based on the 2023 study, there are five segments in this category (compared to seven segments in the 2021 study).

- Long (MM 63.0 – MM 73.0)	**- U. Matecumbe (MM 79.5 – MM 84.0)**
- Cross (MM 106.0 – MM 112.5)	**- Windley (84.0 – 86.0)**
- Plantation (86.0 – 91.5)	

The following is a list of considerations for review:

1) **Under the adopted growth management process, if the overall LOS for US 1 falls below the LOS C Standard, then no additional land development will be allowed unless mitigation measures are implemented. Roadway widening is a typical mitigation measure (or capacity improvement) used by most agencies. However, in Monroe County, road widening (specifically along US 1) is restricted by the adopted comprehensive plan policies to preserve and protect the fragile ecological conditions. There are other remedies that could be explored and evaluated to improve traffic flow and capacity along US 1. Some examples include:**

   - **Upgrade the traffic signal infrastructure and/or signal timing at signalized intersections along US 1 to enhance traffic flow. FDOT has programmed a signal retiming study along US 1 in Monroe County, which is expected to start in early 2024.**
   - **Provide or improve transit service or other multi-modal transportation alternatives. The Monroe County Transit Department is in the process of initiating studies/ projects to improve transit service.**
   - **Implement active traffic management and Transportation System Management & Operation type improvements, which include real-time monitoring of traffic flow and implementing measures to address traffic congestion. Video cameras at some intersections are being installed through the ongoing Keys COAST project by FDOT, which will help monitor traffic flow.**
   - **Add turn lanes at strategic locations to improve roadway capacity.**
   - **Implement access management improvements (consolidate driveways/access points, modify median openings, etc.) to reduce interruptions to US 1 traffic.**
   - **Provide and/or improve frontage roads to reduce the impacts to US 1 traffic flow. Improve local roads to minimize US 1 being used as a local street for short trips.**
   - **Do not install new traffic signals along US 1, if a safe and/or less restrictive alternative (such as indirect left-turns, a roundabout, etc.) can be provided to accommodate traffic movements.**
   - **Conduct speed studies on selected segments of US 1 to confirm if the current posted speed limits are appropriate and modify, if necessary.**

   The US 1 Master Plan has identified several locations for improvements. It is recommended that follow-up studies be conducted at those locations to evaluate the feasibility of implementing improvements (such as the ones listed above or from the Master Plan) to enhance traffic flow.

2) **This is the first Travel Time and Delay Study conducted after all COVID-19 related restrictions have been lifted and more people appear to be traveling. The traffic data collected as part of this study, indicates higher volumes as compared to 2021 traffic volumes. The increased volumes may have impacted travel speeds.**

APPENDIX A

Data Collection Methodology

APPENDIX

A

AECOM

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 064 -2021

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING UPDATES TO THE U.S. 1 LEVEL OF SERVICE ("L.O.S.") METHODOLOGY BASED ON RECOMMENDATIONS MADE BY THE U.S. 1 L.O.S. TASK FORCE WHICH EVALUATED CONSIDERATIONS IDENTIFIED IN THE DRAFT 2019 ARTERIAL TRAVEL TIME AND DELAY STUDY ("ATTDS").

WHEREAS, in August, 1991, the BOCC adopted the U.S. 1 Level of Service ("L.O.S.") C as measured by the U.S. 1 L.O.S. Methodology established by the U.S. 1 L.O.S. Task Force; and

WHEREAS, on December 10, 1997, the BOCC approved an amendment to the U.S. 1 L.O.S. Methodology based on recommendations of the U.S. 1 L.O.S. Task Force; and

WHEREAS, on July 15, 2020, the BOCC considered the Draft 2019 Arterial Travel Time & Delay Study ("ATTDS"), prepared by the County's traffic consultant, AECOM Technical Services, Inc. ("AECOM"), which identified several considerations regarding methodology; and

WHEREAS, at the July 15, 2020, meeting, the BOCC directed staff to re-engage the U.S. 1 L.O.S. Task Force to evaluate the L.O.S. methodology and consider updates to it based on the considerations identified in the Draft 2019 ATTDS; and

WHEREAS, on October 21, 2020, the BOCC adopted Resolution No. 355-2020, reconvening the U.S. 1 L.O.S. Task Force and tasking the U.S. 1 L.O.S. Task Force with evaluating the L.O.S. Methodology and potential updates to it based on the considerations identified in the draft 2019 ATTDS; and

WHEREAS, U.S. 1 L.O.S. Task Force met on November 10, 2020, January 6, 2021, and January 21, 2021, to evaluate the L.O.S. methodology and to consider updates to it based on the considerations identified in the Draft 2019 ATTDS; and

WHEREAS, U.S. 1 L.O.S. Task Force agreed to the following recommended items through a roll call for vote for the update to the L.O.S. methodology at the January 21, 2021, meeting:

1. Signal Delay: Increase to 35 seconds (to be consistent with the current Highway Capacity Manual);

2. Signal Delay: Continue to apply to only uninterrupted segments (not overall U.S.-1 L.O.S. calculations);

3. Drawbridge Delay: Deduct delays due to drawbridge openings from the time run calculations for both affected segments and overall U.S.-1, using a delay time of 6 minutes (average gate closure time based on FDOT data for drawbridge delays), and applying to only those travel runs which were impacted by bridge openings;

4. Overall L.O.S. calculation methodology for segments versus overall U.S.-1 will stay the same;

5. Travel Time Schedule: Conduct 2021 travel time runs based on current schedule. Also, conduct supplemental runs in the southbound direction within Segments 1 to 4 during AM peak (7-8 AM) on Wednesday, Thursday and Friday of the second week. Additionally, conduct supplemental runs in the northbound direction within Segments 1 to 4 during the PM Peak (5-6 PM) on Wednesday, Thursday, and Friday of the second week. The results of the supplemental runs will be included in the 2021 ATTDS Report for informational purposes only and will not be used in overall L.O.S. calculations. This information will be reviewed to decide if supplemental runs should be incorporated into future ATTDS and L.O.S. calculations, as directed by the Monroe County BOCC; and

6. Include by reference the Data Collection Methodology into the U.S. 1 L.O.S. Methodology document.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, THAT:

Section 1. The recitals contained herein are true and correct and are hereby incorporated as if fully set forth herein.

Section 2. The Board of County Commissioners does hereby adopt the recommendations of the U.S. 1 L.O.S. Task Force and the 2021 Updated methodology document, *A Methodology To Assess Level-Of-Service On US-1 In The Florida Keys*, attached as Exhibit A, for County use.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 17th day of February, 2021.

Mayor Michelle Coldiron	Yes
Mayor Pro Tem David Rice	Yes
Commissioner Craig Cates	Yes
Commissioner Eddie Martinez	Yes
Commissioner Mike Forster	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
MAYOR MICHELLE COLDIRON

ATTEST: KEVIN MADOK, CLERK

By _____
AS DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 2/2/21

FILED FOR RECORD
2021 MAR -4 AM 11:49
CLERK
MONROE

A METHODOLOGY TO ASSESS LEVEL-OF-SERVICE ON US-1 IN THE FLORIDA KEYS

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For Presentation at the
Transportation Research Board Annual Meeting
January 1993

DRAFT UPDATE

January 2021

Updated by AECOM Technical Services, Inc.
Based on input from the 2019/2020 US-1 LOS Task Force

ABSTRACT

This paper presents the methodology developed to assess level-of-service (LOS) on US-1 in the Florida Keys. Although predominantly an uninterrupted flow two-lane roadway in the Keys, US-1's uniqueness warrants all alternative LOS evaluation process to that found in the 1985 Highway Capacity Manual.

U.S.-1 extends from the Key West to the Florida mainland with no major roads intersecting it. Furthermore, no other principal arterial serves the Keys or the Keys' resident and tourist population, over 100,000. Its unique geography, land use patterns, trip making characteristics presented a challenge in developing and applying a reasonable and acceptable method to assess its LOS.

A uniform method was developed to assess LOS on U.S.-1 to cover both its overall arterial length from Key West to the Florida mainland, and 24 roadway segments delineated. The methodology employs average travel speed as the main measure of effectiveness. It was developed from basic criteria and principles contained in Chapters 7 (Rural Multilane Highways), 8 (Rural Two-Lane Highways) and 11 (Urban and Suburban Arterials) of the 1985 Highway Capacity Manual.

The results of the study correlate well with perceived operating conditions on US-1 and over a two- year period the methodology appears to have a good level of reliability. The authors recommend that for uninterrupted flow conditions in developed areas, Chapters 7 and 8 of the Highway Capacity Manual incorporates average travel speed as the main measure of effectiveness to determine LOS.

A METHOD TO ASSESS LEVEL-OF-SERVICE ON US-1 IN THE FLORIDA KEYS

INTRODUCTION

The purpose of this paper is to present the methodology developed by the Monroe County US-1 level- of-service (LOS) Task Force to assess LOS on US-1 (the Overseas Highway) in the Florida Keys (1). The authors are members of the referenced task force.

US-1 which is mostly two-lanes, has unique geographic and trip characteristics. It extends through the Florida Keys covering approximately 180 kilometers (112 miles) from the City of Key West to the Florida mainland (Figure 1). There are 48 bridges crossing water for a total length of 35 km (22 mi), with the longest bridge approximately 11 km (7 mi) long. There is no other road, to provide vehicular access to the Florida Keys from the rest of Florida or anywhere else. Few local roads are 5 km (3 mi) in length. Consequently, US-1 serves not only as a regional principal arterial which serves intra as well as interstate travel, but also serves as the local road for most of the trips within the Keys. US-1 Annual average daily traffic (AADT) volumes range from a low of 4700 to a high of 34200. The road serves a large tourist demand and is one of the most scenic in the United States. The linear geography with the narrow land width of most of the Florida Keys are further characteristics.

Most of the surrounding land use is rural developed and suburban in nature; however, some areas are totally rural and others are urban, such as the Key West and its suburbs. With the exception of the few completely rural segments and the bridges, strip commercial stores, motels and restaurants are very common throughout the Keys along US-1. Numerous driveways and intersecting local roads provide access to the surrounding residential areas.

The US-1 LOS study encompassed approximately 174 km (108 mi) of US-1 from Key West/Stock Island to the Monroe/Dade County Line, broken down as follows:

- **129 km (80 mi) (74%) two-lane uninterrupted flow;**
- **32 km (20 mi) (19 %) four-lane uninterrupted flow; and**
- **13 km (8 mi) (7%) four-lane urban/suburban interrupted flow.**

Part of the growth management process in Florida is to assess roadway LOS to determine if roadway facilities meet standards established by state regulations. The Transportation Research Board Special Report 209 Highway Capacity Manual (HCM) (2) is extensively used throughout Florida as the source document to determine highway capacities and LOS.

HCM Chapter 7 (Rural Multilane Highways), 8 (Rural Two-Lane Highways) and 11 (Urban and Suburban Arterials) were consulted to determine applicability to the unique conditions and vehicular traffic operations and characteristics of the Florida Keys. Only the 13 km (8 mi) of urban/suburban interrupted flow and the small percentage of the two-lane truly rural portions correlate directly to the HCM Chapters 11 and 8.

Thus, the challenge was to develop a methodology to assess arterial LOS along US-1 without deviating from the principles of the HCM. Towards that end a task force was created consisting of representatives from State and local agencies and an engineering consulting firm.

THE NEED TO DEVELOP A LOS MEASUREMENT METHOD

From a state transportation perspective, the overall operating condition of US-1 is important, not the condition of any smaller segment. With Key West as a major tourist destination at the southern end of the Keys and no alternative routes, the logical analysis section of highway extends from Key West to the mainland. From local transportation and development approval perspectives, shorter segments for analysis are desirable.

Chapter 8 of the HCM presents a methodology which applies to typical rural two-lane highways with basically long stretches of roads, and few side intersecting streets and driveways directly connecting to the roads. Chapter 8 methodology relies mainly on "percent time delay" to assess LOS. The HCM further states that "Percent time delay...is defined as the average percent of time that all vehicles are delayed while traveling in platoons due to inability to pass. Percent time delay is difficult to measure directly in the field. The percent of vehicles traveling at headways less than 5 seconds can be used as a surrogate measure in field studies."

Chapter 8 of the HCM also uses average travel speed and capacity utilization as additional measures of effectiveness to assess LOS. However, the HCM states clearly that percent time delay is the primary measure of service quality. Further inspection of the average speeds for level terrain depicted by Table 8-1 of the HCM do not correspond well with the typical operating speeds of US-1 in the Florida Keys. For instance, Table 8-1 shows average speeds ranging from 58 mph (93 kmh) (LOS A) to 45 mph (72 kmh) (LOS D).

The overall weighted posted speed limit for US-1 in the Florida Keys is 79.7 kmh (49.5 mph). The overall median operating speeds along US-1 according to the 1991 and 1992 field studies (3, 4) were 76.8 and 75.5 kmh (47.7 and 46.9 mph), respectively. The field studies showed, for the most part, the survey vehicle(s) was traveling close to the posted speed limit.

It is believed the average motorist in the Florida Keys is mostly concerned with operating at an acceptable average travel speed rather than being concerned about the ability to pass. This is supported by the physical and traffic characteristics of the Keys (e.g., adjacent land development, sight-seeing tourists), local knowledge, and discussions with motorists.

From the above statements, it was clear to the task team that HCM Chapter 8 methodology could not be applied to US-1 for analysis of its two-lane sections.
With regards to the four-lane uninterrupted flow portions of US-1, a similar dilemma occurred. HCM Chapter 7 methodology applies to multi-lane highways with operating characteristics generally unlike those of US-1 through the Florida Keys. For instance, average travel speeds depicted by Table 7-1 of the HCM are also higher than those encountered in the Keys. Further, the methodology inherent in equations (7-1), (7-2) and (7-3)are closely related to those of freeways with their higher service flow rates, which again neither simulate nor resemble those of US-1 in the Keys. The Four-lane portion is found mostly in Key Largo (the northeastern end of the Keys) which has a weighted posted speed limit of 72.5 kmh (45 mph). Key largo is developed with strip commercial and residential development. It has numerous driveway connections and side streets directly accessing US-1.

The remaining 7% of the total US-1 mileage is four-lane interrupted flow. These are the portions encompassing Marathon (in the middle of the Keys) and Stock Island (near Key West). The operating characteristics here are truly urban/suburban and interrupted flow in nature resembling those of HCM Chapter 11. Thus, the methodology of Chapter 11 was employed in assessing LOS on these segments.

From the preceding discussion, it was evident that a distinct method to assess LOS on US-1 had to be developed. The task team's efforts concentrated on keeping consistency with the basic philosophy of the HCM, and yet be sensitive to the Keys uniqueness. Thus, the proposed methodology correlates measured travel speeds along US-1 with LOS speed thresholds developed as part of this study. This is in line with the concept behind the HCM of average travel speed being the main parameter to measure arterial LOS.

METHODOLOGY

Considering the types of trips served by US-1, it was decided to conduct travel time and delay runs to cover both the entire length of US-1 from Key West to the Monroe/Dade County Line (mainland) and for each segment of the highway along the way. Twenty-four segments were selected as depicted by Table 1. Each segment is fairly homogeneous in nature having a uniform roadway cross section and traffic flow.

Travel speeds for the overall length (from Key West to the mainland) provide an indication of the LOS for the regional trips. Travel speeds for each segment also provides an opportunity to assess the impact of local trips. Establishing speed criteria for both the overall length and for each roadway segment satisfies the requirements of the Florida growth management process.

The next step in the process was to determine the number of travel time runs and how, when and to/from where. Runs were started at both ends of US-1. For example, one run started on Stock Island (Key West City limits) and proceeded to the mainland (Dade County). After reaching this point, the vehicle turned back and proceeded to end the run where it started, on Stock Island. On another day the reverse was true (i.e., the run started in Dade County instead of Stock Island). It was decided to perform a total of fourteen two-way runs or twenty-eight in each direction covering the 174 km (108 mi) study portion of US-1. Twenty-eight runs provide enough data for statistical significance. Control points were established at each of the 24 segments to record travel time and speed data specific to each one of those segments. Seven runs were started at Stock Island and seven in Dade County. Each began at staggered hours to cover the varied trip purposes and time frames within the Keys. The surveys were conducted during March, reflecting the area's peak traffic season.

The 2021 travel time runs shall be conducted based on the current schedule. In addition, supplemental runs shall be conducted in the southbound direction within Segments 1 to 4 during AM peak (7-8 am) on Wednesday, Thursday and Friday of the second week. Also, conduct supplemental runs in the northbound direction within Segments 1 to 4 during the PM Peak (5-6pm) on Wednesday, Thursday, and Friday of the second week. The results of the supplemental runs will be included in the 2021 ATTDS Report for informational purposes only and will not be used in overall or segment LOS calculations. This information will be reviewed to decide if supplemental runs should be incorporated into future ATTDS and LOS calculations, as directed by the Monroe County BOCC.

For each run the process provided data (see Exhibit 1, Data Collection Methodology), such as running speed and travel speed, in each direction of US-1. Vehicular traffic counts were also collected at three locations covering seven days.

The travel time runs yielded a total of 28 one-way travel speed values for the overall length of US-1 and for each of the 24 segments. The value selected for analysis was the median speed which would reflect a "typical peak period during the peak season." In other developed parts of Florida the typical peak hour of the peak season approximates the 100th highest hour of the year (5). The median value was also selected, instead of the average, to avoid the influence of extremely high or low speed value at either end of the survey population. The process up to this point provided median travel speeds. The question then became, what LOS do these speeds represent.

The next step was to develop a set of LOS/Speed threshold values for both the overall length of US-1 and the pertinent segments of the highway. Towards this end, the speed ratios between LOS thresholds from Tables 7-1, 8-1 and 11-1 of the HCM were used in the analysis. These ratios were weighted against actual mileage of US-1 in the Florida Keys to represent the prevailing type of flow; two-lane uninterrupted flow, four-lane uninterrupted flow and four-lane interrupted flow. For example, from the level terrain portion of HCM Table 8-1, the ratio between LOS B speed and LOS A speed is 55/58 = 0.948. The ratio between LOS C/LOS A = 52/58 = 0.897; the ratio between LOS D/LOS A = 50/58 = 0.862 and so on. The same process was applied to Tables 7-1 (96.6 kmh) (60 mph) and 11-1. Then each ratio was weighted to take into account the length of the section of US-1 to which that type of traffic flow applied. Once all the ratios were developed, the weight criteria was applied as in the following example:

TYPE OF FLOW	LOS C/LOS A RATIO	WEIGHT
Two-lane uninterrupted	52/58 = 0.897	74
Four-lane uninterrupted	44/50 = 0.880	19
Four-lane interrupted	22/35 = 0.629	07

Therefore, the overall speed ratio between LOS C and LOS A is:

$$[74(0.897)+19(0.880)+7(0.629)]+100=0.875$$

The above process was applied to develop all the required ratios. Further observations with reference to Tables 8-1, 7-1 and 11-1 yielded the following. From Table 8-1 the difference between LOS A and LOS B speeds is 4.8 kmh (3 mph), or 4.8 kmh (3 mph) above an assumed posted speed limit of 88 kmh (55 mph). From Tables 7-1 and 11-1 the differences are 3.2 kmh and 11.3 kmh (2 mph and 7 mph), respectively, with LOS lower than assumed speed limits. Therefore, from these observations plus local knowledge, it was determined that the overall US-1 posted speed limit is 79.7 kmh (49.5 mph) reasonably fell between the LOS A and B thresholds.

This assumption is not far away from the premise that if a vehicle is able to sustain a travel speed equal to the posted speed limit, then it will correspond typically with the upper ranges of LOS (i.e., LOS A or B).

With the above speed differentials and LOS range premise in mind, the US-1 overall speed thresholds for LOS A and B became 82.1 kmh (51 mph) (2.4 kmh (1.5 mph) above 79.7 kmh (49.5) and 77.3 kmh (48 mph), respectively. Applying the developed ratio between LOS C/LOS A to the LOS A speed resulted in 72.5 kmh (45 mph), rounded off (i.e., 0.875 x 82.1 kmh (51 mph) = 71.8 kmh (44.6 mph)), which then became the threshold for LOS C. After applying all the ratios the overall LOS criteria for US-1 became:

LOS	Speed
A	≥ 82 kmh (51 mph)
B	≥ 77 kmh (48 mph)
C	≥ 72 kmh (45 mph)
D	≥ 68 kmh (42 mph)
E	≥ 58 kmh (36 mph)
F	< 58 kmh (36 mph)

Inspection of the criteria above indicates a close relationship with the speed differentials of both Tables 8-1 and 7-1 of the HCM. Comparing the median speed data for US-1 from the 1991 and 1992 field studies to the above criteria resulted in an overall LOS of C for both years, i.e., 76.8 kmh (47.7 mph) for 1991 and 75.5 kmh (46.9 mph) for 1992. These speeds are 2.9 kmh (1.8 mph) and 4.2 kmh (2.6 mph) below the overall weighted 79.7 kmh (49.5 mph) speed limit, which would correspond to the upper range of LOS C. The authors also believe that LOS C is the appropriate LOS designation for the whole of US-1 from Key West to the mainland.

A final step was still needed to complete the task of developing LOS/Speed threshold values for the segments of US-1. No further work was needed to cover the 7% mileage of the interrupted portions of US-1 found on Marathon and Stock Island, adjacent to Key West. As discussed earlier, these segments correlate with Chapter 11 of the HCM. Therefore, direct application of Table 11-1 LOS/speed criteria for a Class I arterial was made.

The remaining segments fell within the two-lane and four lane uninterrupted flow criteria. It was decided to make LOS A speed criterion 2.4 kmh (1.5 mph) above the weighted posted speed limit in order to keep consistency with the overall criteria. LOS C speed was set 9.7 kmh (6 mph) below LOS A speed consistent with Tables 7-1 and 8-1 of the HCM. LOS B and D speed criteria were set to provide equal increments between LOS A and LOS D (i.e., LOS B 4.8 kmh (3 mph) below LOS A speed and LOS D 4.8 kmh (3 mph) below LOS C speed). LOS E was set 9.7 kmh (6 mph) below the LOS D Speed. This makes the segmental speed differential between LOS thresholds consistent with the differentials in the overall criteria, except for one consideration. On any uninterrupted flow segment, signalized intersection delay would be deducted from the segment's travel time to account for the influence of the traffic signals (i.e., signal delay = 1.0 x 35 seconds average stopped delay). This corresponds to an LOS C delay due to isolated signals. LOS C delay was chosen because LOS C is the state LOS standard for US-1 in the Florida Keys. The rationale behind deducting signal delay from the segment analysis was to recognize the impact of signals in reducing travel time. This provides the required sensitivity in the segment which is not only to assess the impact of regional vehicular trips, but also those that are local in nature. The following illustrates the concept plus one example for the US-1 Segmental LOS/speed relationship.

- **The uninterrupted flow segment criteria are:**

LOS	SPEED
A	≥ 2.4 kmh (1.5 mph) above the posted speed limit
B	≥ 4.8 kmh (3.0 mph) below LOS A
C	≥ 9.7 kmh (6.0 mph) below LOS A
D	≥ 14.5 kmh (9.0 mph) below LOS A
E	≥ 24 kmh (15.0 mph) below LOS A
F	< 24 kmh (15.0 mph) below LOS A

- **A segment having a weighted posted speed limit of 72 kmh (45 mph) would then have this criteria:**

LOS	SPEED
A	≥ 74.9 kmh (46.5 mph)
B	≥ 70.0 kmh (43.5 mph)
C	≥ 65.2 kmh (40.5 mph)
D	≥ 60.4 kmh (37.5 mph)
E	≥ 50.7 kmh (31.5 mph)
F	< 50.7 kmh (31.5 mph)

- **The LOS/Speed criteria for interrupted flow segments (marathon and Stock Island) are based directly on a Class I arterial from Table 11-1 of the HCM.**

LOS	SPEED
A	≥ 56.4 kmh (35 mph)
B	≥ 45.1 kmh (28 mph)
C	≥ 35.4 kmh (22 mph)
D	≥ 27.4 kmh (17 mph)
E	≥ 20.9 kmh (13 mph)
F	< 20.9 kmh (13 mph)

Speed data from both the overall length of US-1 and the individual segments were compared against the applicable LOS/speed thresholds. This provided for an assessment of the facility LOS plus an indication of reserve speed, if any.

Under Florida's and Monroe County's growth management process if the overall LOS for US-1 fell below the LOS C standard, then no additional land development would be allowed to proceed in the Florida Keys. Unless the proposed new development traffic impact were mitigated. If the overall LOS for US-1 was C or better, then additional development could take place in those segments where there was reserve speed available (i.e., segment's speed was higher than the standard threshold).

Besides meeting highway LOS standards there are numerous other considerations in Florida's growth management process pertaining to the Florida Keys that are beyond the scope of this paper. As mentioned in the introduction, the purpose of this study was to present the methodology to assess LOS on US-1.

DATA COLLECTION METHODOLOGY
(Previously Approved by Task Force)

Calibration of the DMI

Prior to beginning the study, the DMI was calibrated over a half-mile course. The calibration procedure set-up by the DMI manufacturer established a calibration factor of 0.682 for the test vehicle, which resulted in measurements within 3 feet of the 5,280-foot distance (0.057%). At this level of accuracy, the DMI would measure the 108 mile distance of US 1 between Stock Island and the Dade County line to within 325 feet, or to within 0.03 mile per hour (mph) of the 45 mph standard for LOS C.

Floating Car Method and Passing Score

The study employed the floating car method, whereby under ideal conditions the test vehicle passes and is passed by an equal number of vehicles (i.e. "goes with the flow"). A passing score was recorded for each segment to document the extent to which this objective was accomplished. Positive scores indicate the number of excess vehicles the test car passed; negative scores indicate the number of excess vehicles that passed the test car; and zero indicates an even balance. The overall passing score consists of the sum of the segment scores.

The passing score provided an objective measure of the traffic flow, allowing the driver to adjust the test car speed accordingly. In the event that the traffic flow was higher than the posted speed limit, as was frequently the case in the Dade County and Boca Chica segments, the test car also traveled above the speed limit. Vehicles turning on or off US 1 were omitted from the passing score.

Employing the floating car method in two-lane segments was fairly straightforward, where the observers frequently encountered platoons of sufficient size to discourage or prohibit passing. When positioned at the rear or in the middle of a platoon, the observers simply traveled with the pack. When positioned as the lead car, the observers avoided delaying the platoon yet kept the platoon within sight.

On two-lane segments the observers occasionally encountered stopped vehicles waiting to turn left, raising the question of whether the test vehicle should leave the lane or paved road surface and pass to the right of the stopped vehicle. When the vehicles ahead of the observers passed to the right of the stopped vehicle, then the observers did also. However, when the test car was the lead car in the platoon, the observers only passed on the right if they could do so without leaving the paved roadway.

Within four-lane segments with light congestion, the observers often encountered traffic traveling in the right lane at or below the posted speed limit, while there was little or no traffic in the left lane. Rather than "floating" below the speed limit in the right lane or traveling at the maximum possible speed in the left lane, the observers traveled at the posted speed limit, which resulted in passing score as high as +10. Thus, in these cases, a passing score of zero is undesirable, since the corresponding speed would fail to reflect the availability of the vacant passing lane.

Within four-lane segments with moderate or heavy congestion, the observers often encountered separate platoons in the right and left lanes, with the left lane typically

moving at a faster speed. Rather than continuously changing lanes to achieve a passing score of zero, the test car "floated" in the faster of the two platoons, which also yielded high passing scores.

Platoon Size

To provide a measure of roadway congestion within each segment, the average number of vehicles traveling in the test car's platoon was recorded, including the test car itself. Within four-lane segments, this number represents the average number of vehicles that traveled in the test car's platoon within the test car's lane.

Treatment of Delay

In accordance with the FDOT Manual on Uniform Traffic Studies, the observers began recording delay when the test car's speed fell to 5 mph and terminated the delay event when the test car's speed rose to 15 mph. Each delay entry was identified, in the DMI memory by a sequential code number. The observers recorded the type and location of the delay on a field data sheet.

When computing both segments and overall travel times, delays due to typical events such as turning movements, traffic signals, and certain types of congestion were included. Unusual or non-recurring delays, such as construction, accidents, school bus, and emergency vehicles were excluded. Delays due to drawbridge openings should be deducted from the segment travel times (all affected segments) and the overall travel times, to account for the influence of the drawbridge openings. A delay of 6 minutes should be deducted from those travel time runs that were impacted by bridge openings. However, regardless of how a particular type of delay was treated in the analysis, all delays of all types were identified and recorded on the field data sheets.

Occasionally an external event slowed traffic speeds, but not enough to meet the 5 mph criteria for a formal delay. Highway construction and maintenance activities were the most common example of this borderline situation. The decision of whether to record these events was made on a case-by-case basis in the field. As long as the observers were traveling at speeds within 5 to 10 mph of the posted speed limit and the event occurred over a distance of about a mile or less, the event was not recorded. However, if the activity caused speeds slower than this or when the observers witnessed active interference, such as bulldozers or flagman blocking the traffic, the event was recorded and later excluded from the analysis.

APPENDIX B

Travel Time Delay Data

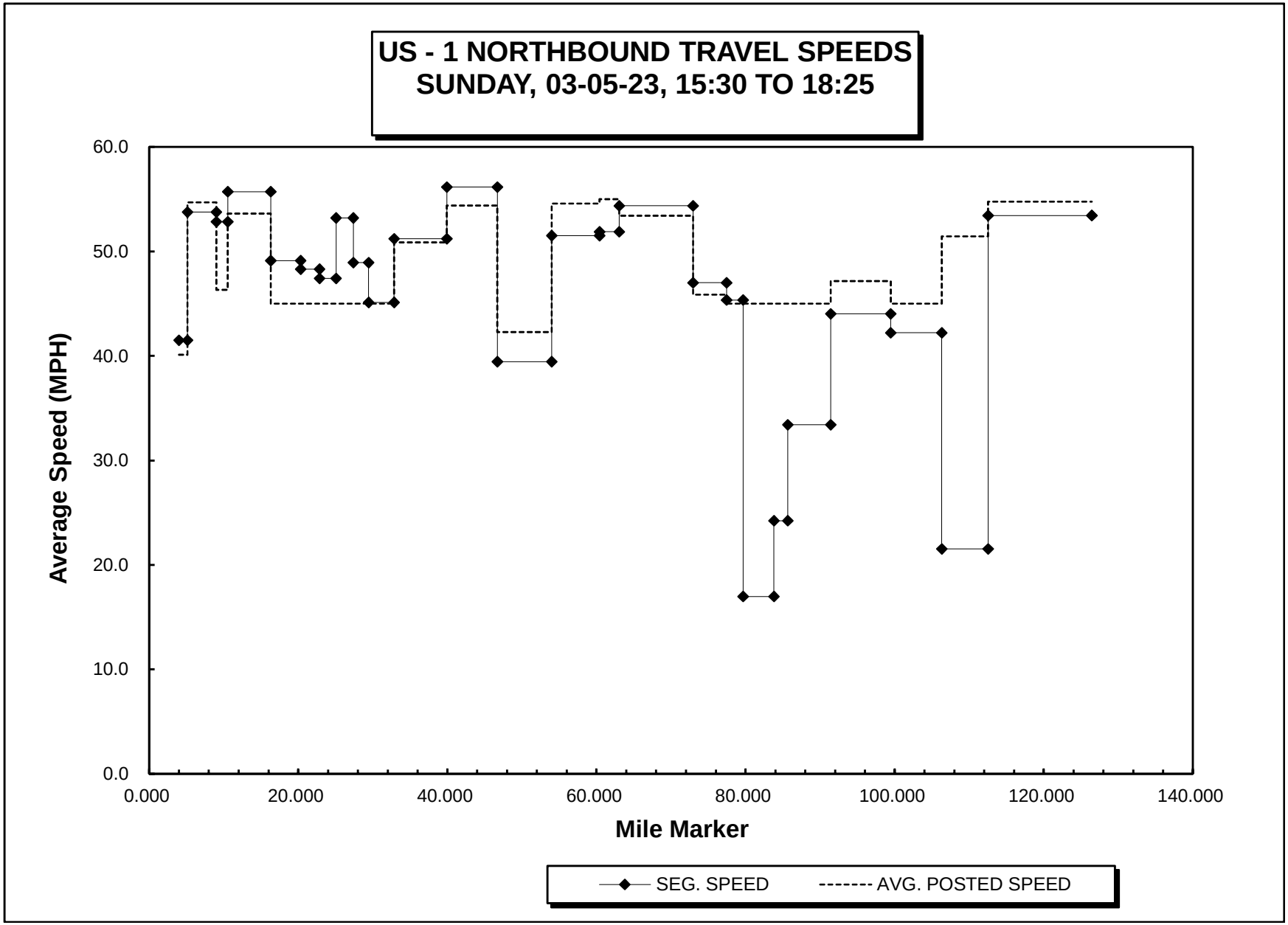
APPENDIX B

AECOM

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	BH		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Sunday, March 5, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ COW KEY BR:	03:30:00 PM		DB = Drawbridge / AC = Accident
FINISH TIME @ C SOUND RD:	06:24:22 PM		CG = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:01:37	00:01:37		1.118	1.118		41.5				
Rockland Dr	2	00:05:58	00:04:21		5.017	3.899		53.8				
Boca Chica Rd	3	00:07:41	00:01:43		6.529	1.512		52.8				
Harris Ch Br (N)	4	00:13:55	00:06:14		12.318	5.789		55.7				
Bow Channel Br (N)	5	00:18:47	00:04:52		16.303	3.985		49.1				
Spanish Main Dr	6	00:21:57	00:03:10		18.853	2.550		48.3				
E Shore Dr	7	00:24:45	00:02:48		21.066	2.213		47.4				
Torch-Ramrod Br (S)	8	00:27:22	00:02:37		23.387	2.321		53.2				
N Pine Ch Br (N)	9	00:29:53	00:02:31		25.440	2.053		48.9				
Long Beach Dr	10	00:34:25	00:04:32		28.850	3.410		45.1				
7-Mile Br (S)	11	00:42:41	00:08:16		35.907	7.057		51.2				1
7-Mile Br (N)	12	00:49:57	00:07:16		42.709	6.802		56.2				
Coco Plum Dr	13	01:01:01	00:11:04		49.985	7.276		39.4	10+	TS	00:00:27	
Toms Harbor Ch Br (S)	14	01:08:30	00:07:29		56.410	6.425		51.5				2
Long Key Br (S)	15	01:11:34	00:03:04		59.062	2.652		51.9				
Channel #2 Br (N)	16	01:22:28	00:10:54		68.939	9.877		54.4				
Lignum V Br (S)	17	01:28:12	00:05:44		73.431	4.492		47.0				
Teatable Relf Br (N)	18	01:31:09	00:02:57		75.661	2.230		45.4				
Whale Harbor Br (S)	19	01:45:44	00:14:35		79.787	4.126		17.0	10+	CG	00:11:59	
Snake Creek Br (N)	20	01:50:21	00:04:37		81.651	1.864		24.2	10+	CG (2)	00:03:39	
Ocean Blvd	21	02:00:42	00:10:21		87.413	5.762		33.4	10+	CG (2)	00:01:56	3
Atlantic Blvd	22	02:11:41	00:10:59		95.471	8.058		44.0				2
C-905	23	02:21:24	00:09:43		102.308	6.837		42.2	9	TS	00:00:51	-5
County Line sign	24	02:38:46	00:17:22		108.538	6.230		21.5	10+	CG	00:14:29	
Card Sound Rd	25	02:54:22	00:15:36		122.435	13.897		53.5				
OVERALL		--------	02:38:46	00:00:00	-------	108.538	0.000	41.0			00:33:21	3

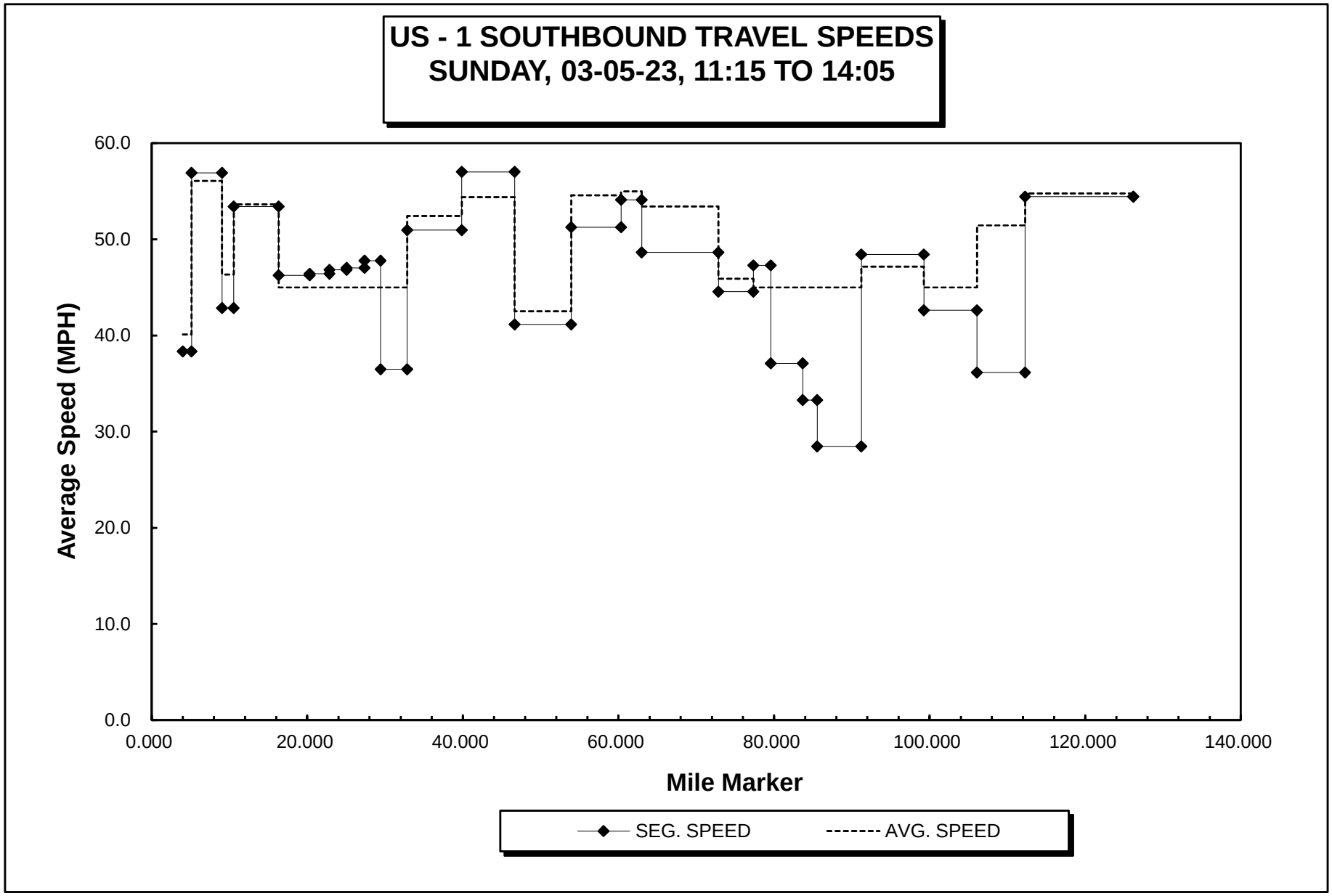
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
SUNDAY, 03-05-23, 15:30 TO 18:25
Average Speed (MPH)
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY	
OBSERVERS:	BH		LT = Left Turn	CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn	SB = School Bus
DAY/DATE:	Sunday, March 5, 2023	Delay ends @ 15 mph	TS = Traffic Signal	EV = Emergency Vehicle
START TIME @ C SOUND RD:	11:15:00 AM		DB = Drawbridge	AC = Accident
FINISH TIME @ COW KEY BR:	02:04:47 PM		CG = Congestion	SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:15:19	00:15:19		13.902	13.902		54.5	10+	CG	00:00:21	2
C-905	24	00:25:38	00:10:19		20.119	6.217		36.2	10+	CG	00:04:23	
Atlantic Blvd	23	00:35:13	00:09:35		26.927	6.808		42.6	10+	TS (2)	00:00:53	-10
Ocean Blvd	22	00:45:10	00:09:57		34.957	8.030		48.4				-3
Snake Creek Br (N)	21	01:00:31	00:15:21	00:06:00	40.663	5.706	1.270	28.5	10+	TS,CG/DB,DB	00:10:40	-2
Whale Harbor Br (S)	20	01:03:51	00:03:20		42.512	1.849		33.3	10+	CG	00:00:18	
Teatable Relf Br (N)	19	01:15:23	00:11:32	00:06:49	46.623	4.111	1.195	37.1	10+	SE	00:06:49	
Lignum V Br (S)	18	01:18:13	00:02:50		48.857	2.234		47.3				
Channel #2 Br (N)	17	01:24:15	00:06:02		53.337	4.480		44.6				
Long Key Br (S)	16	01:36:25	00:12:10		63.199	9.862		48.6				
Toms Harbor Ch Br (S)	15	01:39:21	00:02:56		65.844	2.645		54.1				
Coco Plum Dr	14	01:46:51	00:07:30		72.254	6.410		51.3				
7-Mile Br (N)	13	01:57:27	00:10:36		79.527	7.273		41.2				-7
7-Mile Br (S)	12	02:04:37	00:07:10		86.338	6.811		57.0				-1
Long Beach Dr	11	02:12:53	00:08:16		93.360	7.022		51.0				-3
N Pine Ch Br (N)	10	02:18:30	00:05:37		96.775	3.415		36.5	7	TS	00:00:48	
Torch-Ramrod Br (S)	9	02:21:05	00:02:35		98.833	2.058		47.8				
E Shore Dr	8	02:24:00	00:02:55		101.120	2.287		47.0				
Spanish Main Dr	7	02:26:51	00:02:51		103.345	2.225		46.8				
Bow Channel Br (N)	6	02:30:09	00:03:18		105.898	2.553		46.4				
Harris Ch Br (N)	5	02:35:18	00:05:09		109.869	3.971		46.3				
Boca Chica Rd	4	02:41:48	00:06:30		115.655	5.786		53.4				
Rockland Dr	3	02:43:54	00:02:06		117.155	1.500		42.9				
Key Haven Blvd	2	02:48:01	00:04:07		121.060	3.905		56.9				3
Cow Key Bridge (N)	1	02:49:47	00:01:46		122.189	1.129		38.3				
OVERALL		--------	02:34:28	00:12:49	-------	108.287	2.465	44.8			00:23:51	-23

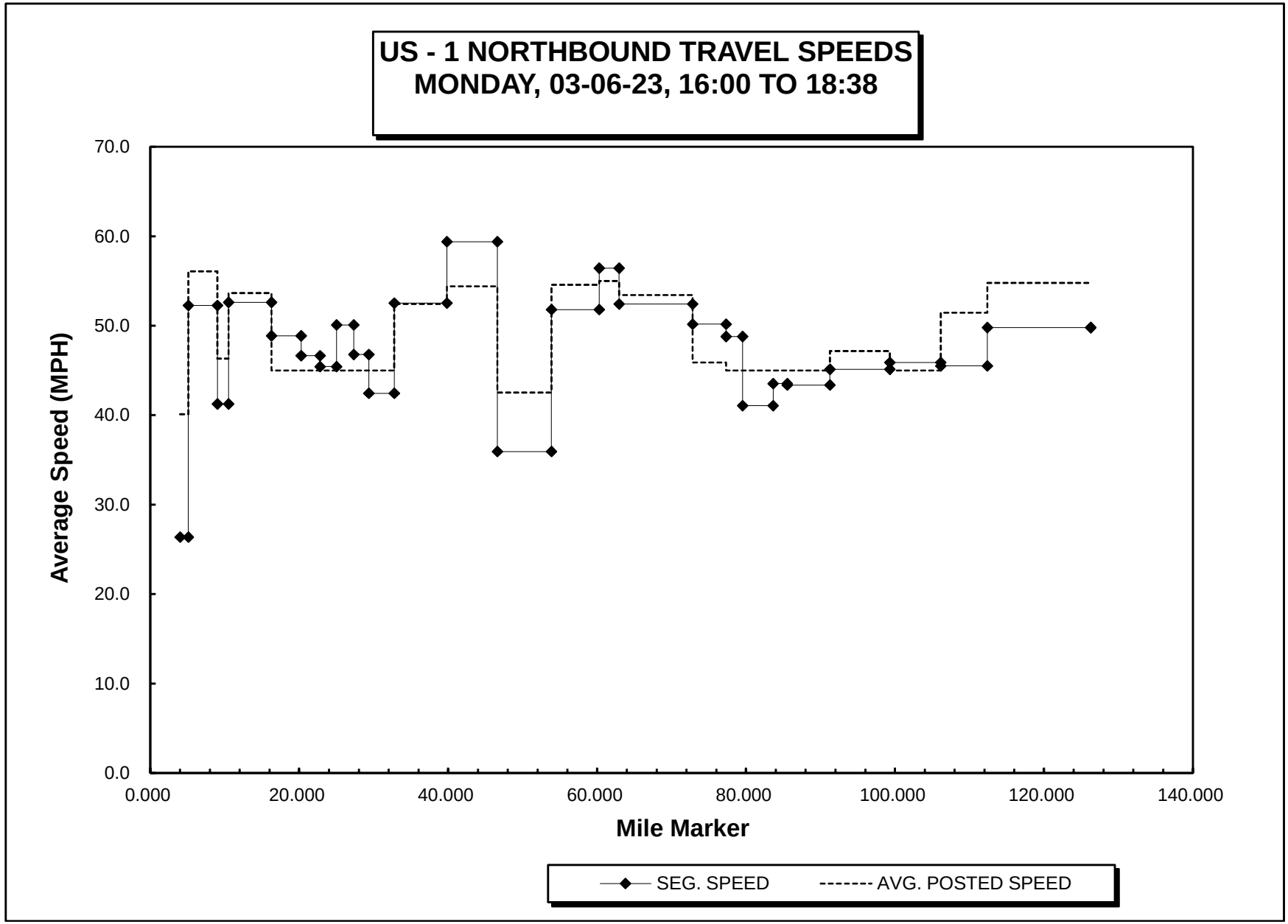
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
SUNDAY, 03-05-23, 11:15 TO 14:05
Average Speed (MPH)
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY	
OBSERVERS:	BH		LT = Left Turn	CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn	SB = School Bus
DAY/DATE:	Monday, March 6, 2023	Delay ends @ 15 mph	TS = Traffic Signal	EV = Emergency Vehicle
START TIME @ COW KEY BR:	04:00:00 PM		DB = Drawbridge	AC = Accident
FINISH TIME @ C SOUND RD:	06:37:30 PM		CG = Congestion	SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:02:32	00:02:32		1.113	1.113		26.4	10+	TS	00:00:58	1
Rockland Dr	2	00:09:38	00:07:06	00:03:04	5.003	3.890	0.377	52.3	10+	CS	00:03:04	1
Boca Chica Rd	3	00:11:50	00:02:12		6.516	1.513		41.3				
Harris Ch Br (N)	4	00:18:25	00:06:35		12.290	5.774		52.6				
Bow Channel Br (N)	5	00:23:17	00:04:52		16.255	3.965		48.9				
Spanish Main Dr	6	00:26:32	00:03:15		18.782	2.527		46.7				
E Shore Dr	7	00:29:27	00:02:55		20.991	2.209		45.4				
Torch-Ramrod Br (S)	8	00:32:13	00:02:46		23.301	2.310		50.1				
N Pine Ch Br (N)	9	00:34:50	00:02:37		25.341	2.040		46.8				
Long Beach Dr	10	00:39:40	00:04:50		28.760	3.419		42.4				
7-Mile Br (S)	11	00:47:43	00:08:03		35.809	7.049		52.5				
7-Mile Br (N)	12	00:54:35	00:06:52		42.605	6.796		59.4				
Coco Plum Dr	13	01:06:43	00:12:08		49.873	7.268		35.9	10+	TS	00:01:18	-4
Toms Harbor Ch Br (S)	14	01:14:09	00:07:26		56.292	6.419		51.8				
Long Key Br (S)	15	01:16:58	00:02:49		58.941	2.649		56.4				
Channel #2 Br (N)	16	01:28:16	00:11:18		68.814	9.873		52.4				
Lignum V Br (S)	17	01:33:38	00:05:22		73.303	4.489		50.2				
Teatable Relf Br (N)	18	01:36:23	00:02:45		75.539	2.236		48.8				
Whale Harbor Br (S)	19	01:42:23	00:06:00		79.645	4.106		41.1				
Snake Creek Br (N)	20	01:44:58	00:02:35		81.519	1.874		43.5				
Ocean Blvd	21	01:52:55	00:07:57		87.267	5.748		43.4				-1
Atlantic Blvd	22	02:03:36	00:10:41		95.305	8.038		45.1	10+	TS	00:00:58	-5
C-905	23	02:12:33	00:08:57		102.151	6.846		45.9				6
County Line sign	24	02:20:46	00:08:13		108.385	6.234		45.5				
Card Sound Rd	25	02:37:30	00:16:44		122.274	13.889		49.8				1
OVERALL		--------	02:20:46	00:03:04	-------	108.385	0.377	47.1			00:06:18	-2

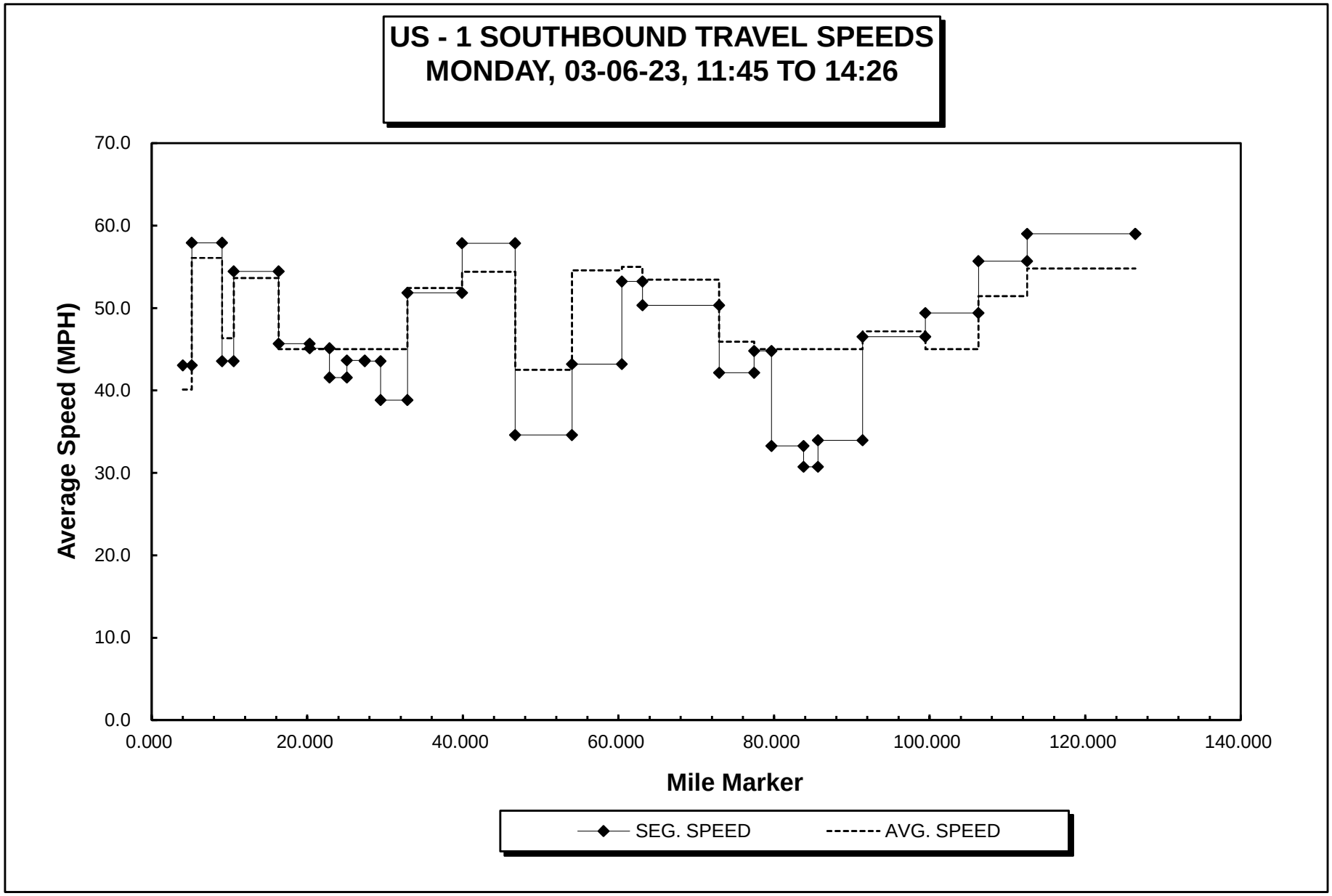
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
MONDAY, 03-06-23, 16:00 TO 18:38
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	BH		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Cloudy/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Monday, March 6, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ C SOUND RD:	11:45:00 AM		DB = Drawbridge / AC = Accident
FINISH TIME @ COW KEY BR:	02:25:10 PM		CG = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:14:08	00:14:08		13.901	13.901		59.0				
C-905	24	00:20:52	00:06:44		20.150	6.249		55.7				
Atlantic Blvd	23	00:29:10	00:08:18		26.984	6.834		49.4				-9
Ocean Blvd	22	00:39:33	00:10:23		35.034	8.050		46.5	10+	TS	00:00:24	-5
Snake Creek Br (N)	21	00:49:42	00:10:09		40.779	5.745		34.0	10+	TS(2), CG(2)	00:01:59	1
Whale Harbor Br (S)	20	00:53:21	00:03:39		42.649	1.870		30.7	10+	CG	00:01:24	
Teatable Relf Br (N)	19	01:02:05	00:08:44	00:02:35	46.770	4.121	0.710	33.3	10+	CS(3)	00:02:35	
Lignum V Br (S)	18	01:05:04	00:02:59		48.998	2.228		44.8				
Channel #2 Br (N)	17	01:11:27	00:06:23		53.483	4.485		42.2				1
Long Key Br (S)	16	01:23:13	00:11:46		63.353	9.870		50.3				1
Toms Harbor Ch Br (S)	15	01:26:12	00:02:59		65.999	2.646		53.2				
Coco Plum Dr	14	01:35:07	00:08:55		72.421	6.422		43.2				
7-Mile Br (N)	13	01:47:46	00:12:39		79.715	7.294		34.6	10+	TS(2)	00:01:33	-2
7-Mile Br (S)	12	01:54:50	00:07:04		86.528	6.813		57.8				
Long Beach Dr	11	02:02:59	00:08:09		93.569	7.041		51.8				
N Pine Ch Br (N)	10	02:08:17	00:05:18		96.998	3.429		38.8				
Torch-Ramrod Br (S)	9	02:11:06	00:02:49		99.043	2.045		43.6				
E Shore Dr	8	02:14:16	00:03:10		101.347	2.304		43.7				
Spanish Main Dr	7	02:17:29	00:03:13		103.575	2.228		41.6				
Bow Channel Br (N)	6	02:20:52	00:03:23		106.120	2.545		45.1				
Harris Ch Br (N)	5	02:26:06	00:05:14		110.104	3.984		45.7				
Boca Chica Rd	4	02:32:28	00:06:22		115.884	5.780		54.5				
Rockland Dr	3	02:34:32	00:02:04		117.384	1.500		43.5				
Key Haven Blvd	2	02:38:35	00:04:03		121.293	3.909		57.9				4
Cow Key Bridge (N)	1	02:40:10	00:01:35		122.429	1.136		43.0				
OVERALL		--------	02:26:02	00:02:35	-------	108.528	0.710	45.1			00:07:55	-9

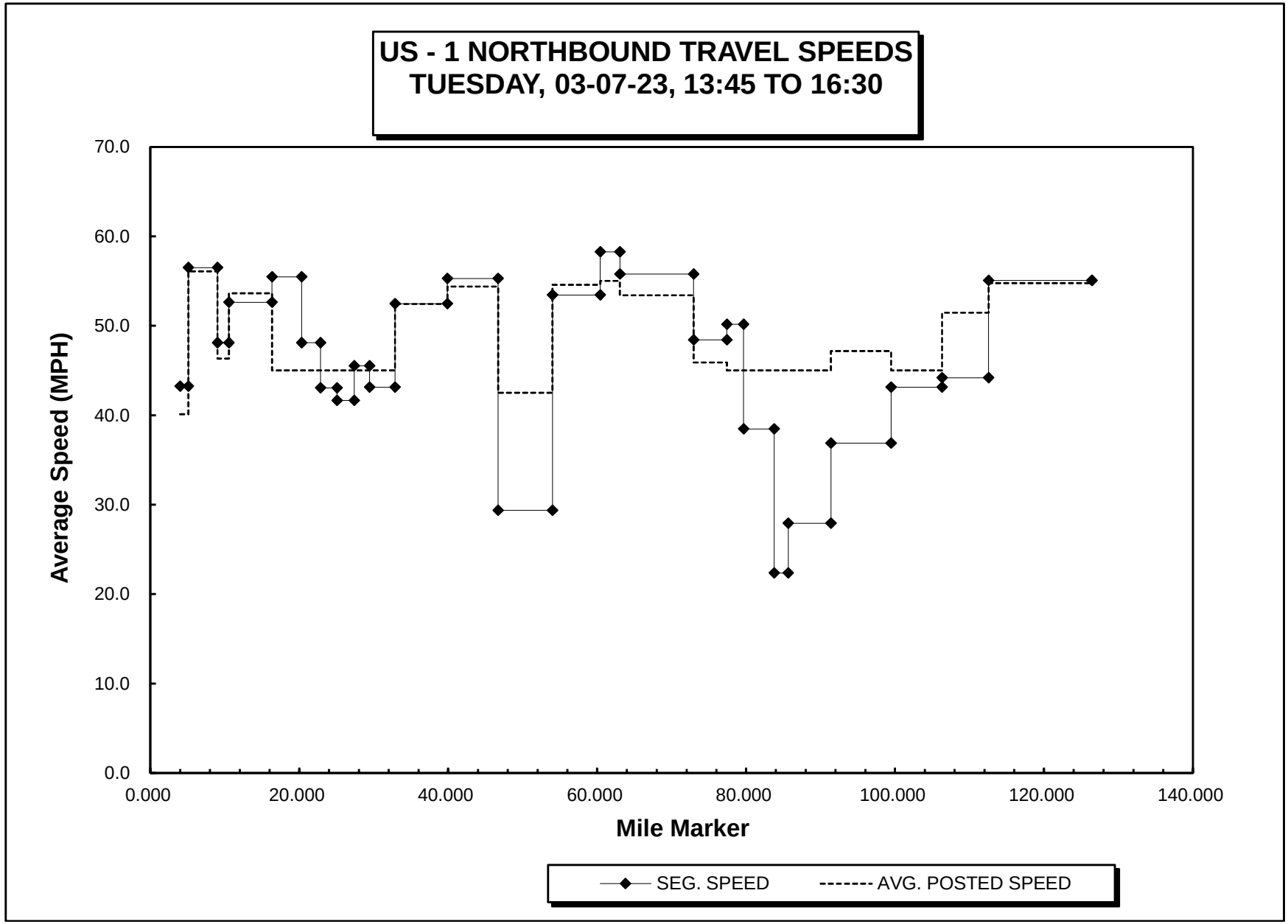
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
MONDAY, 03-06-23, 11:45 TO 14:26
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY	
OBSERVERS:	OB		LT = Left Turn	CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn	SB = School Bus
DAY/DATE:	Tuesday, March 7, 2023	Delay ends @ 15 mph	TS = Traffic Signal	EV = Emergency Vehicle
START TIME @ COW KEY BR:	01:45:00 PM		DB = Drawbridge	AC = Accident
FINISH TIME @ C SOUND RD:	04:29:43 PM		CG = Congestion	SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:01:33	00:01:33		1.117	1.117		43.2				
Rockland Dr	2	00:05:42	00:04:09		5.026	3.909		56.5				
Boca Chica Rd	3	00:07:35	00:01:53		6.536	1.510		48.1				
Harris Ch Br (N)	4	00:14:11	00:06:36		12.324	5.788		52.6				
Bow Channel Br (N)	5	00:18:29	00:04:18		16.300	3.976		55.5				
Spanish Main Dr	6	00:21:39	00:03:10		18.839	2.539		48.1				
E Shore Dr	7	00:24:45	00:03:06		21.063	2.224		43.0				
Torch-Ramrod Br (S)	8	00:28:05	00:03:20		23.377	2.314		41.7				
N Pine Ch Br (N)	9	00:30:47	00:02:42		25.426	2.049		45.5				
Long Beach Dr	10	00:35:33	00:04:46		28.852	3.426		43.1				
7-Mile Br (S)	11	00:43:36	00:08:03		35.891	7.039		52.5				
7-Mile Br (N)	12	00:51:00	00:07:24		42.709	6.818		55.3				
Coco Plum Dr	13	01:05:52	00:14:52		49.987	7.278		29.4	10+	TS(2), CG	00:04:22	
Toms Harbor Ch Br (S)	14	01:13:04	00:07:12		56.401	6.414		53.5				
Long Key Br (S)	15	01:15:48	00:02:44		59.055	2.654		58.3				
Channel #2 Br (N)	16	01:26:26	00:10:38		68.938	9.883		55.8				
Lignum V Br (S)	17	01:31:59	00:05:33		73.417	4.479		48.4				
Teatable Relf Br (N)	18	01:34:40	00:02:41		75.660	2.243		50.2				
Whale Harbor Br (S)	19	01:41:05	00:06:25		79.775	4.115		38.5				
Snake Creek Br (N)	20	01:46:06	00:05:01		81.645	1.870		22.4	10+	CG(2)	00:03:39	
Ocean Blvd	21	01:58:28	00:12:22		87.398	5.753		27.9	10+	CG(3)	00:04:37	
Atlantic Blvd	22	02:11:35	00:13:07		95.456	8.058		36.9	10+	TS(2)	00:02:58	-3
C-905	23	02:21:06	00:09:31		102.298	6.842		43.1	10+	TS(2)	00:00:45	6
County Line sign	24	02:29:35	00:08:29		108.545	6.247		44.2	10+	CG	00:01:43	-1
Card Sound Rd	25	02:44:43	00:15:08		122.437	13.892		55.1				-3
OVERALL		--------	02:29:35	00:00:00	-------	108.545	0.000	43.5			00:18:04	2

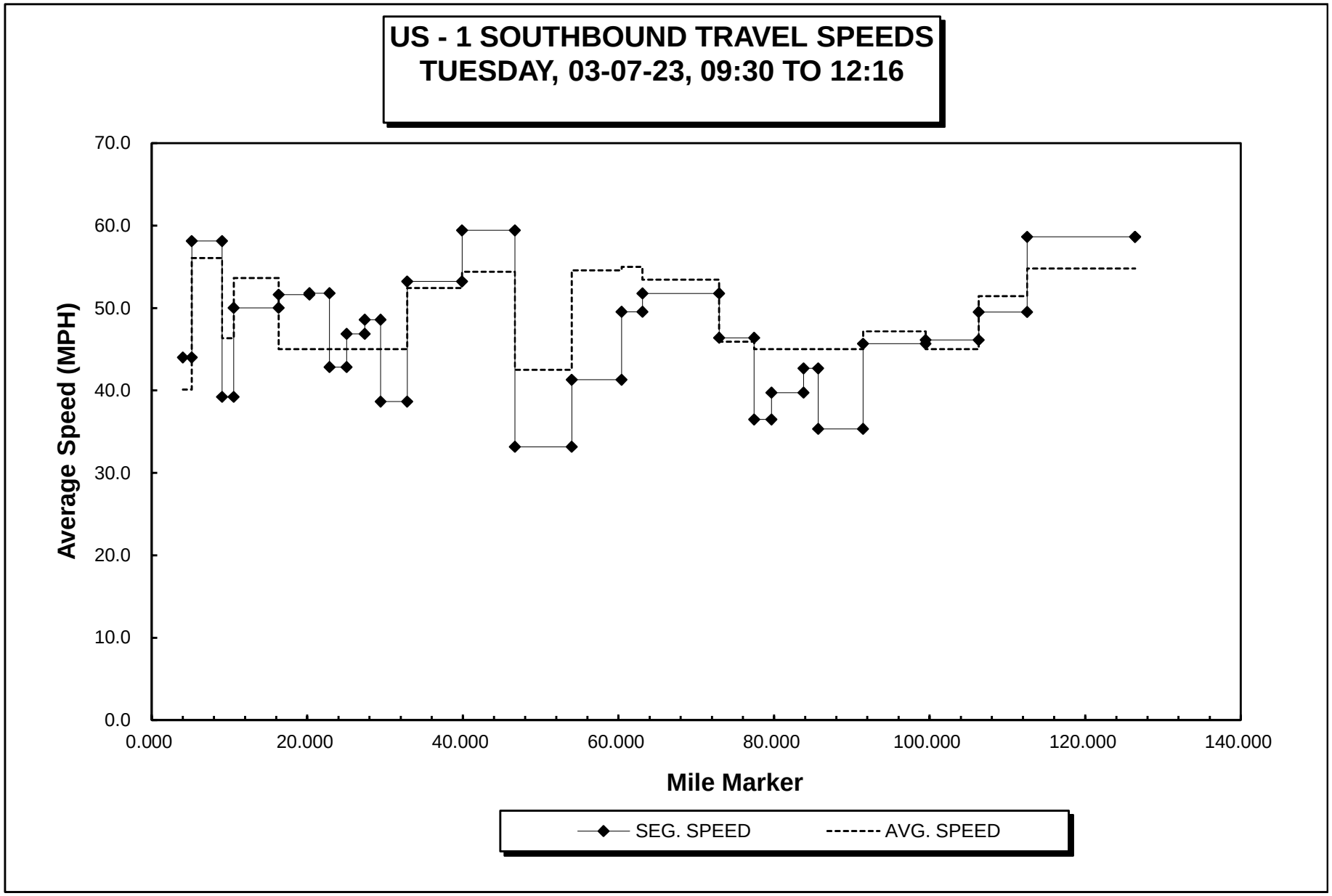
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
TUESDAY, 03-07-23, 13:45 TO 16:30
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Tuesday, March 7, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ C SOUND RD:	09:30:00 AM		DB = Drawbridge / AC = Accident
FINISH TIME @ COW KEY BR:	12:15:51 PM		CG = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:14:13	00:14:13		13.895	13.895		58.6				
C-905	24	00:21:46	00:07:33		20.126	6.231		49.5				
Atlantic Blvd	23	00:30:39	00:08:53		26.953	6.827		46.1				2
Ocean Blvd	22	00:41:13	00:10:34		34.993	8.040		45.7				
Snake Creek Br (N)	21	00:55:26	00:14:13	00:07:17	40.761	5.768	1.685	35.3	10+	CS	00:07:17	-4
Whale Harbor Br (S)	20	00:58:03	00:02:37		42.623	1.862		42.7				
Teatable Relf Br (N)	19	01:04:16	00:06:13		46.740	4.117		39.7				
Lignum V Br (S)	18	01:07:56	00:03:40		48.969	2.229		36.5	10+	CG	00:00:54	
Channel #2 Br (N)	17	01:13:45	00:05:49		53.467	4.498		46.4				
Long Key Br (S)	16	01:25:12	00:11:27		63.350	9.883		51.8				
Toms Harbor Ch Br (S)	15	01:28:25	00:03:13		66.006	2.656		49.5				
Coco Plum Dr	14	01:37:45	00:09:20		72.433	6.427		41.3	9	TS	00:00:33	
7-Mile Br (N)	13	01:50:56	00:13:11		79.721	7.288		33.2	10+	TS(3),LT(2)	00:02:29	1
7-Mile Br (S)	12	01:57:49	00:06:53		86.540	6.819		59.4				
Long Beach Dr	11	02:05:45	00:07:56		93.578	7.038		53.2				
N Pine Ch Br (N)	10	02:14:52	00:09:07	00:05:36	96.992	3.414	1.148	38.7	10+	CS(2)	00:05:36	
Torch-Ramrod Br (S)	9	02:17:24	00:02:32		99.044	2.052		48.6				
E Shore Dr	8	02:20:21	00:02:57		101.349	2.305		46.9				
Spanish Main Dr	7	02:23:28	00:03:07		103.574	2.225		42.8				
Bow Channel Br (N)	6	02:26:26	00:02:58		106.135	2.561		51.8				
Harris Ch Br (N)	5	02:31:02	00:04:36		110.094	3.959		51.6				
Boca Chica Rd	4	02:37:58	00:06:56		115.874	5.780		50.0				
Rockland Dr	3	02:40:16	00:02:18		117.378	1.504		39.2				
Key Haven Blvd	2	02:44:18	00:04:02		121.285	3.907		58.1				
Cow Key Bridge (N)	1	02:45:51	00:01:33		122.422	1.137		44.0				
OVERALL		--------	02:31:38	00:12:53	-------	108.527	2.833	45.7			00:16:49	-1

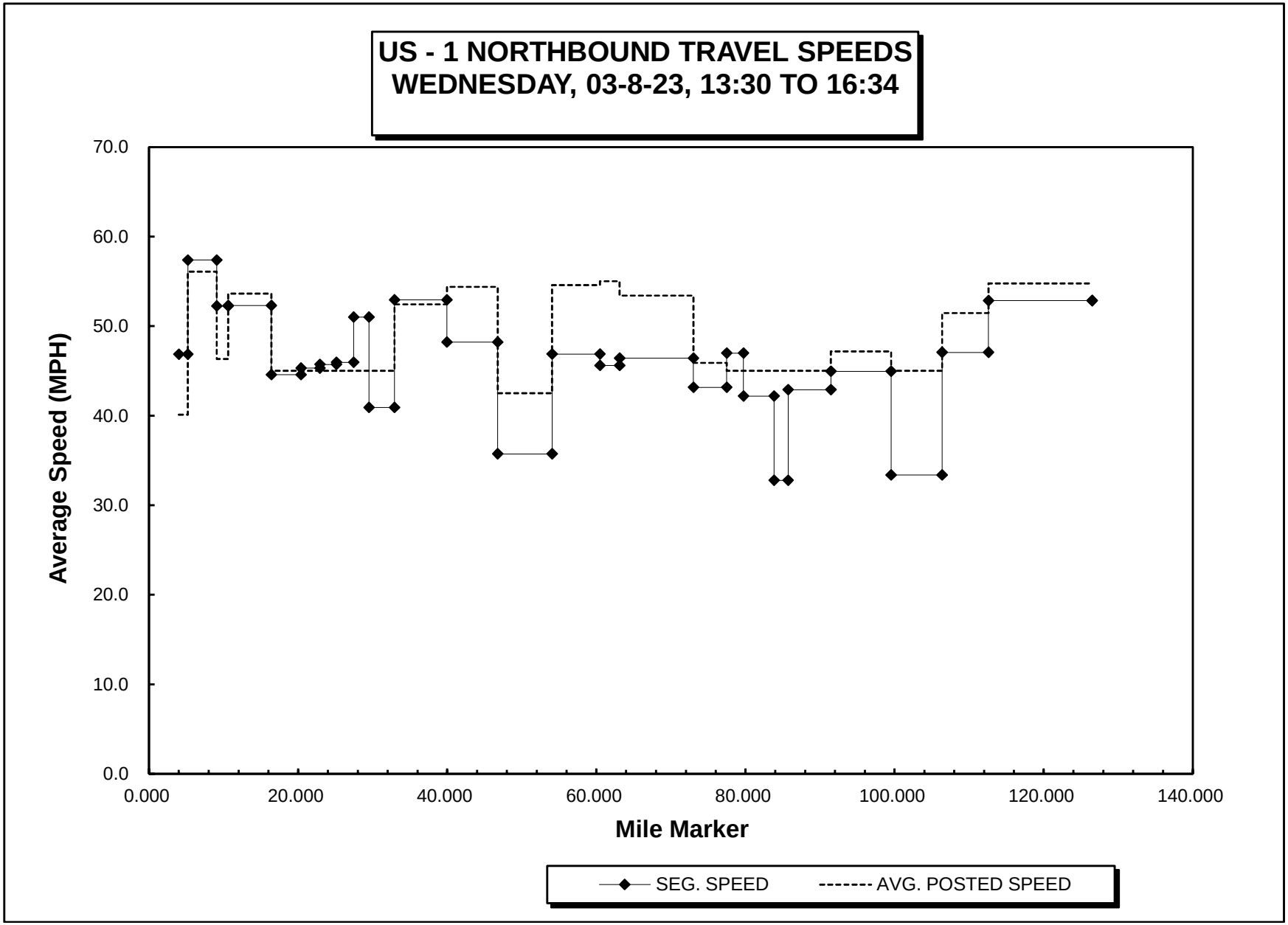
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
TUESDAY, 03-07-23, 09:30 TO 12:16
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIREdTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn CS = Construction
WEATHER/dONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn SB = School Bus
DAY/DATE:	Wednesday, March 8, 2023	Delay ends @ 15 mph	TS = Traffic Signal EV = Emergency Vehicle
START TIME @ dOW KEY BR:	01:30:00 PM		DB = Drawbridge AC = Accident
FINISH TIME @ d SOUND RD:	04:33:27 PM		CG = Congestion SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:01:31	00:01:31		1.184	1.184		46.8				
Rockland Dr	2	00:05:36	00:04:05		5.089	3.905		57.4				
Boca Chica Rd	3	00:07:20	00:01:44		6.598	1.509		52.2				
Harris Ch Br (N)	4	00:13:59	00:06:39		12.395	5.797		52.3				
Bow Channel Br (N)	5	00:19:20	00:05:21		16.370	3.975		44.6				
Spanish Main Dr	6	00:22:42	00:03:22		18.912	2.542		45.3				
E Shore Dr	7	00:25:37	00:02:55		21.134	2.222		45.7				
Torch-Ramrod Br (S)	8	00:28:38	00:03:01		23.444	2.310		45.9				
N Pine Ch Br (N)	9	00:31:03	00:02:25		25.498	2.054		51.0				
Long Beach Dr	10	00:36:03	00:05:00		28.908	3.410		40.9				
7-Mile Br (S)	11	00:44:03	00:08:00		35.966	7.058		52.9				
7-Mile Br (N)	12	00:52:31	00:08:28		42.768	6.802		48.2				
Coco Plum Dr	13	01:04:44	00:12:13		50.046	7.278		35.7				-1
Toms Harbor Ch Br (S)	14	01:12:58	00:08:14		56.478	6.432		46.9				
Long Key Br (S)	15	01:16:27	00:03:29		59.125	2.647		45.6				
Channel #2 Br (N)	16	01:29:13	00:12:46		69.000	9.875		46.4				
Lignum V Br (S)	17	01:35:26	00:06:13		73.473	4.473		43.2				
Teatable Relf Br (N)	18	01:38:18	00:02:52		75.718	2.245		47.0				
Whale Harbor Br (S)	19	02:00:41	00:22:23	00:18:21	79.835	4.117	1.282	42.2	10+	CS	00:18:21	
Snake Creek Br (N)	20	02:08:10	00:07:29	00:06:13	81.704	1.869	1.177	32.8	10+	CS	00:06:13	
Ocean Blvd	21	02:16:13	00:08:03		87.460	5.756		42.9	8	TS	00:00:12	-1
Atlantic Blvd	22	02:27:24	00:11:11	00:00:29	95.518	8.058	0.041	45.0	10+	TS(2),SB	00:00:47	1
C-905	23	02:39:43	00:12:19		102.367	6.849		33.4	10+	CG/TS	00:04:03	
County Line sign	24	02:47:40	00:07:57		108.602	6.235		47.1				-9
Card Sound Rd	25	03:03:27	00:15:47		122.506	13.904		52.9				
OVERALL		--------	02:47:40	00:25:03	-------	108.602	2.500	44.6			00:29:36	-10

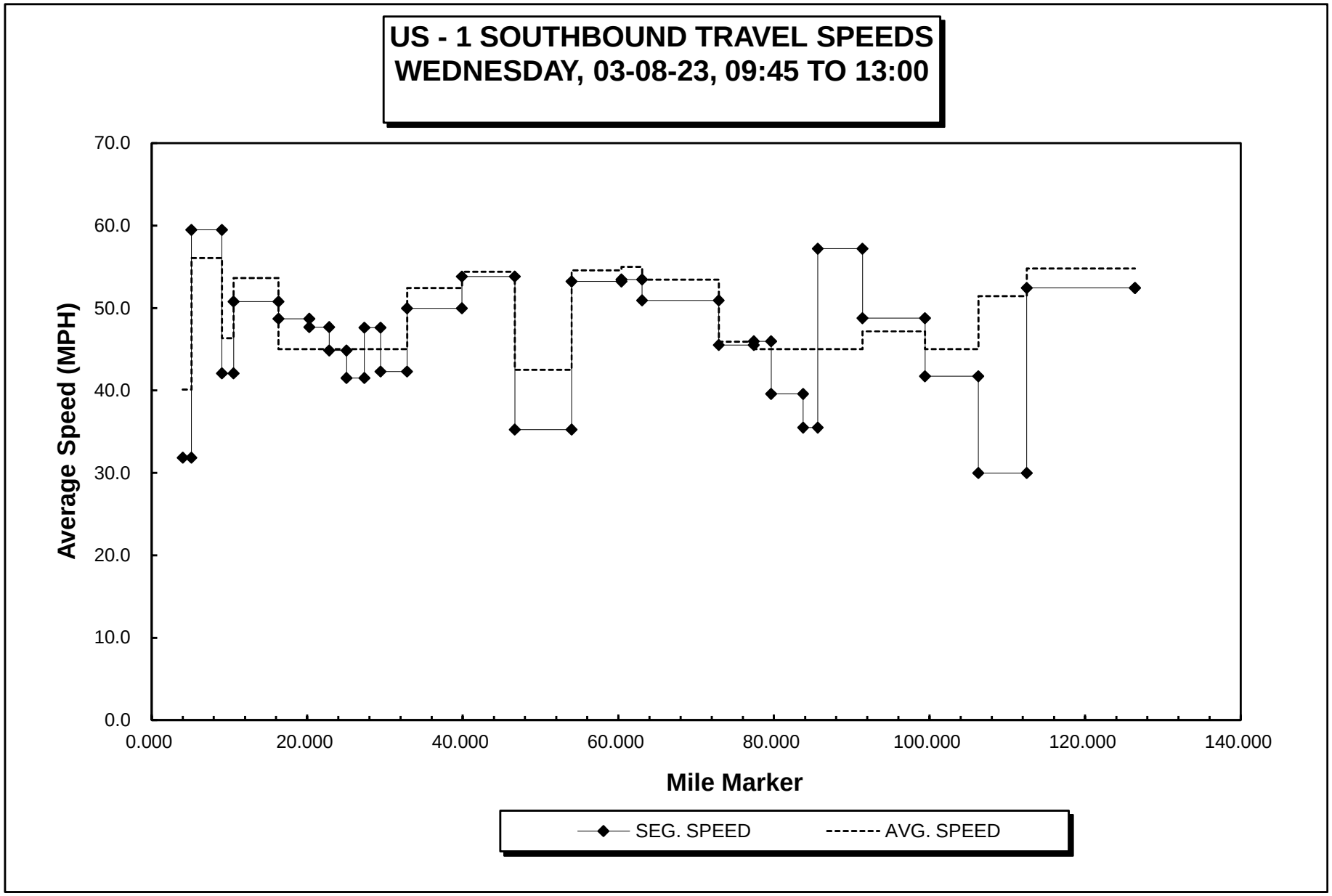
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
WEDNESDAY, 03-8-23, 13:30 TO 16:34
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn SB = School Bus
DAY/DATE:	Wednesday, March 8, 2023	Delay ends @ 15 mph	TS = Traffic Signal EV = Emergency Vehicle
START TIME @ C SOUND RD:	09:45:00 AM		DB = Drawbridge AC = Accident
FINISH TIME @ COW KEY BR:	12:59:17 PM		CG = Congestion SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:15:54	00:15:54		13.897	13.897		52.4	10+	CG	00:02:00	
C-905	24	00:28:22	00:12:28		20.128	6.231		30.0	10+	CG(3)	00:04:25	-5
Atlantic Blvd	23	00:38:13	00:09:51		26.976	6.848		41.7	10+	TS(2)	00:00:53	3
Ocean Blvd	22	00:48:07	00:09:54		35.022	8.046		48.8				12
Snake Creek Br (N)	21	01:24:02	00:35:55	00:32:00	40.783	5.761	2.028	57.2	8	TS,CS/DB	00:32:42	-2
Whale Harbor Br (S)	20	01:30:04	00:06:02	00:03:00	42.650	1.867	0.072	35.5	10+	CS	00:03:00	
Teatable Relf Br (N)	19	01:36:18	00:06:14		46.764	4.114		39.6	10+	CG	00:00:16	
Lignum V Br (S)	18	01:39:13	00:02:55		48.998	2.234		46.0				
Channel #2 Br (N)	17	01:45:08	00:05:55		53.487	4.489		45.5				
Long Key Br (S)	16	01:56:46	00:11:38		63.364	9.877		50.9				
Toms Harbor Ch Br (S)	15	01:59:44	00:02:58		66.007	2.643		53.5				
Coco Plum Dr	14	02:06:58	00:07:14		72.424	6.417		53.2				
7-Mile Br (N)	13	02:19:23	00:12:25		79.719	7.295		35.3	10+	TS,LT	00:00:58	1
7-Mile Br (S)	12	02:26:58	00:07:35		86.523	6.804		53.8				
Long Beach Dr	11	02:35:25	00:08:27		93.561	7.038		50.0		LT	00:00:18	
N Pine Ch Br (N)	10	02:40:17	00:04:52		96.992	3.431		42.3	10+	TS	00:00:12	6
Torch-Ramrod Br (S)	9	02:42:52	00:02:35		99.043	2.051		47.6				
E Shore Dr	8	02:46:11	00:03:19		101.337	2.294		41.5				
Spanish Main Dr	7	02:49:10	00:02:59		103.568	2.231		44.9				
Bow Channel Br (N)	6	02:52:23	00:03:13		106.124	2.556		47.7				
Harris Ch Br (N)	5	02:57:17	00:04:54		110.101	3.977		48.7				
Boca Chica Rd	4	03:04:06	00:06:49		115.870	5.769		50.8				
Rockland Dr	3	03:06:15	00:02:09		117.378	1.508		42.1				
Key Haven Blvd	2	03:10:11	00:03:56		121.278	3.900		59.5				
Cow Key Bridge (N)	1	03:14:17	00:04:06	00:02:28	122.407	1.129	0.262	31.8	10+	CS	00:02:28	
OVERALL		--------	02:58:23	00:37:28	-------	108.510	2.362	45.2			00:45:12	15

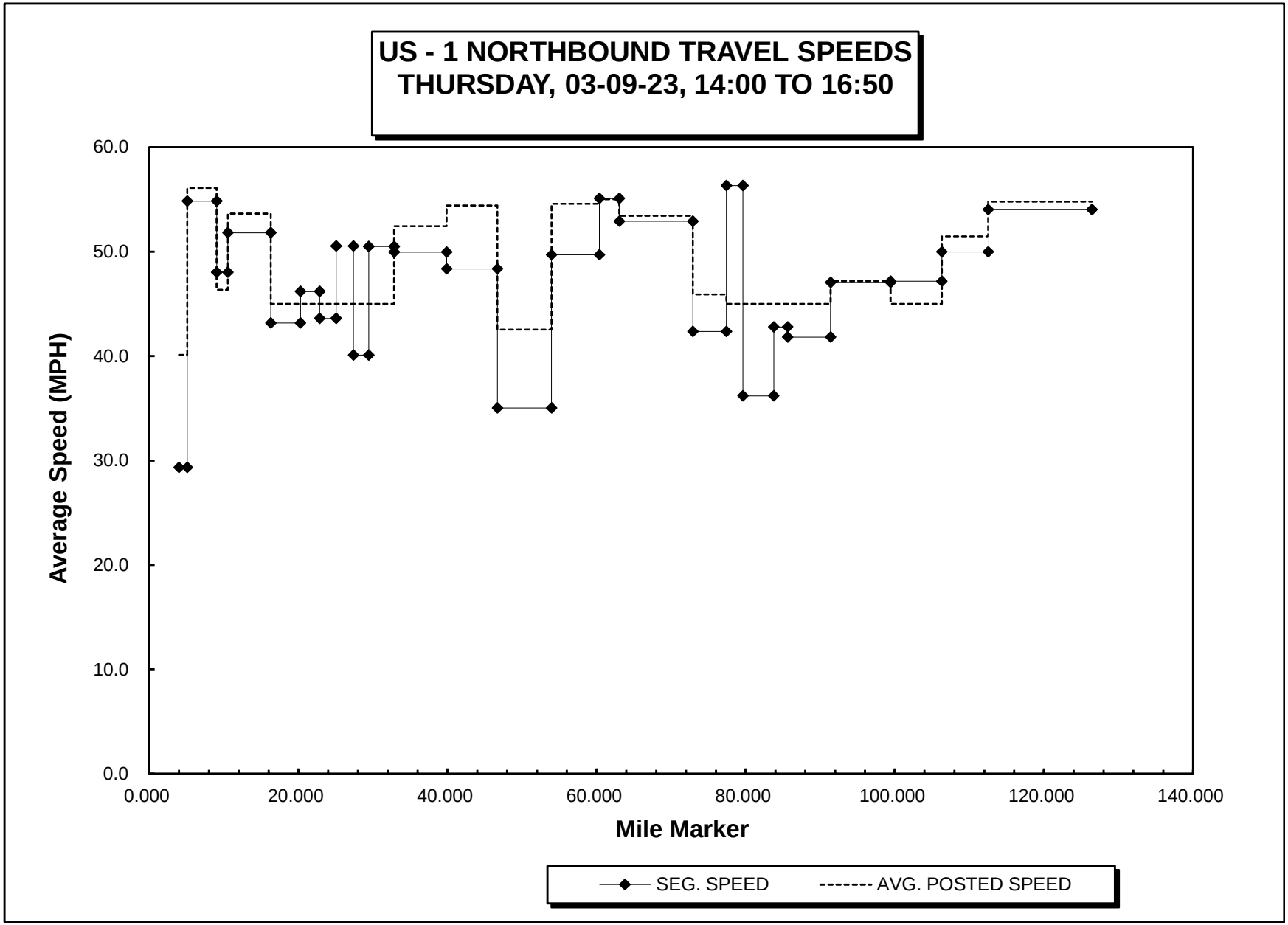
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
WEDNESDAY, 03-08-23, 09:45 TO 13:00
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY	
OBSERVERS:	OB		LT = Left Turn	CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn	SB = School Bus
DAY/DATE:	Thursday, March 9, 2023	Delay ends @ 15 mph	TS = Traffic Signal	EV = Emergency Vehicle
START TIME @ COW KEY BR:	02:00:00 PM		DB = Drawbridge	AC = Accident
FINISH TIME @ C SOUND RD:	04:49:52 PM		CG = Congestion	SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:02:17	00:02:17		1.116	1.116		29.3	10+	TS	00:00:16	
Rockland Dr	2	00:06:34	00:04:17		5.029	3.913		54.8				-4
Boca Chica Rd	3	00:08:27	00:01:53		6.536	1.507		48.0				
Harris Ch Br (N)	4	00:15:09	00:06:42		12.320	5.784		51.8				
Bow Channel Br (N)	5	00:20:40	00:05:31		16.288	3.968		43.2	10+	TS	00:00:16	
Spanish Main Dr	6	00:23:59	00:03:19		18.841	2.553		46.2				
E Shore Dr	7	00:27:03	00:03:04		21.069	2.228		43.6				
Torch-Ramrod Br (S)	8	00:29:47	00:02:44		23.371	2.302		50.5				2
N Pine Ch Br (N)	9	00:32:51	00:03:04		25.420	2.049		40.1				
Long Beach Dr	10	00:36:55	00:04:04		28.841	3.421		50.5				3
7-Mile Br (S)	11	00:45:23	00:08:28		35.890	7.049		50.0				
7-Mile Br (N)	12	00:53:50	00:08:27		42.697	6.807		48.3				
Coco Plum Dr	13	01:06:18	00:12:28		49.975	7.278		35.0	10+	TS(2),CG	00:01:18	3
Toms Harbor Ch Br (S)	14	01:14:03	00:07:45		56.392	6.417		49.7				
Long Key Br (S)	15	01:16:57	00:02:54		59.054	2.662		55.1				
Channel #2 Br (N)	16	01:28:09	00:11:12		68.926	9.872		52.9				
Lignum V Br (S)	17	01:34:30	00:06:21		73.407	4.481		42.3				
Teatable Relf Br (N)	18	01:36:53	00:02:23		75.644	2.237		56.3				
Whale Harbor Br (S)	19	01:43:43	00:06:50		79.765	4.121		36.2				
Snake Creek Br (N)	20	01:46:20	00:02:37		81.631	1.866		42.8				
Ocean Blvd	21	02:13:19	00:26:59	00:19:13	87.392	5.761	0.350	41.8	10+	CS,TS(2)	00:20:05	
Atlantic Blvd	22	02:33:13	00:19:54	00:10:04	95.445	8.053	0.346	47.0	10+	CS,TS	00:11:03	-3
C-905	23	02:41:56	00:08:43		102.295	6.850		47.2	10+	TS	00:00:07	-5
County Line sign	24	02:49:25	00:07:29		108.528	6.233		50.0				
Card Sound Rd	25	03:04:52	00:15:27		122.437	13.909		54.0				-3
OVERALL		--------	02:49:25	00:29:17	-------	108.528	0.696	46.2			00:33:05	-4

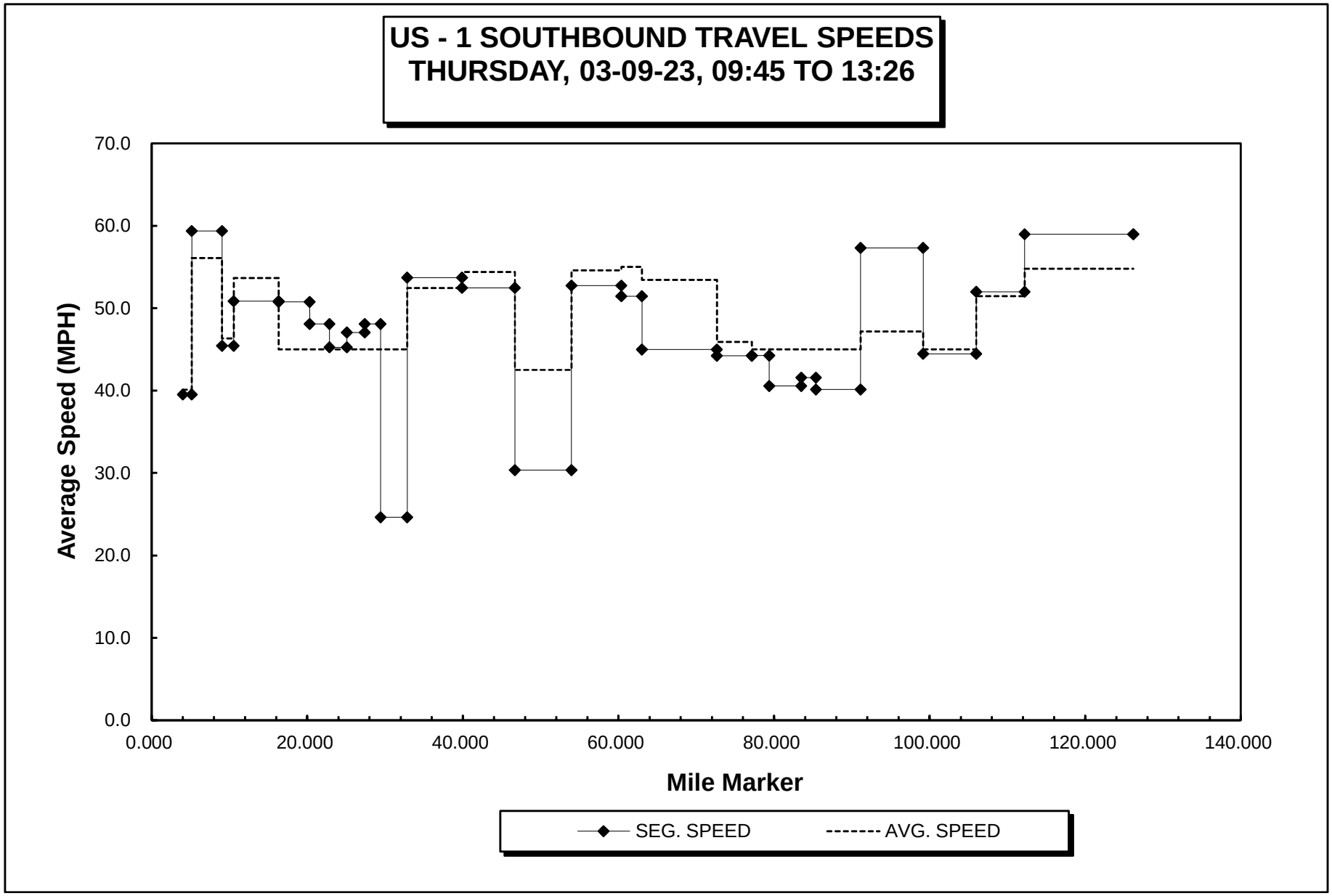
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
THURSDAY, 03-09-23, 14:00 TO 16:50
Average Speed (MPH)
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Cloudy	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Thursday, March 9, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ C SOUND RD:	9:45:00 AM		DB = Drawbridge / AC = Accident
FINISH TIME @ COW KEY BR:	13:25:05 PM		CG = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:14:13	00:14:13		13.971	13.971		59.0				
C-905	24	00:21:25	00:07:12		20.209	6.238		52.0				-3
Atlantic Blvd	23	00:30:57	00:09:32	00:00:20	27.030	6.821	0.003	44.5	6	SB	00:00:20	2
Ocean Blvd	22	01:41:10	01:10:13	01:05:32	35.061	8.031	3.558	57.3	10+	CS,TS	01:06:02	7
Snake Creek Br (N)	21	01:49:45	00:08:35		40.802	5.741		40.1	8	TS	00:00:03	
Whale Harbor Br (S)	20	01:52:27	00:02:42		42.673	1.871		41.6				
Teatable Relf Br (N)	19	01:58:34	00:06:07		46.806	4.133		40.5				
Lignum V Br (S)	18	02:01:35	00:03:01		49.031	2.225		44.3				
Channel #2 Br (N)	17	02:07:41	00:06:06		53.526	4.495		44.2				
Long Key Br (S)	16	02:20:32	00:12:51		63.159	9.633		45.0				
Toms Harbor Ch Br (S)	15	02:23:37	00:03:05		65.803	2.644		51.5				
Coco Plum Dr	14	02:30:55	00:07:18		72.219	6.416		52.7				
7-Mile Br (N)	13	02:45:18	00:14:23		79.491	7.272		30.3	8	TS(2)	00:02:00	-4
7-Mile Br (S)	12	02:53:05	00:07:47		86.297	6.806		52.5				
Long Beach Dr	11	03:00:57	00:07:52		93.339	7.042		53.7				1
N Pine Ch Br (N)	10	03:09:16	00:08:19		96.753	3.414		24.6	10+	CG,TS	00:02:26	
Torch-Ramrod Br (S)	9	03:11:50	00:02:34		98.810	2.057		48.1				
E Shore Dr	8	03:14:46	00:02:56		101.111	2.301		47.1				
Spanish Main Dr	7	03:17:43	00:02:57		103.335	2.224		45.2				
Bow Channel Br (N)	6	03:20:54	00:03:11		105.886	2.551		48.1				
Harris Ch Br (N)	5	03:25:36	00:04:42		109.863	3.977		50.8				
Boca Chica Rd	4	03:32:25	00:06:49		115.638	5.775		50.8				
Rockland Dr	3	03:34:25	00:02:00		117.152	1.514		45.4				2
Key Haven Blvd	2	03:38:21	00:03:56		121.043	3.891		59.4				1
Cow Key Bridge (N)	1	03:40:05	00:01:44		122.185	1.142		39.5				
OVERALL		--------	03:25:52	01:05:52	-------	108.214	3.561	44.9			01:10:51	6

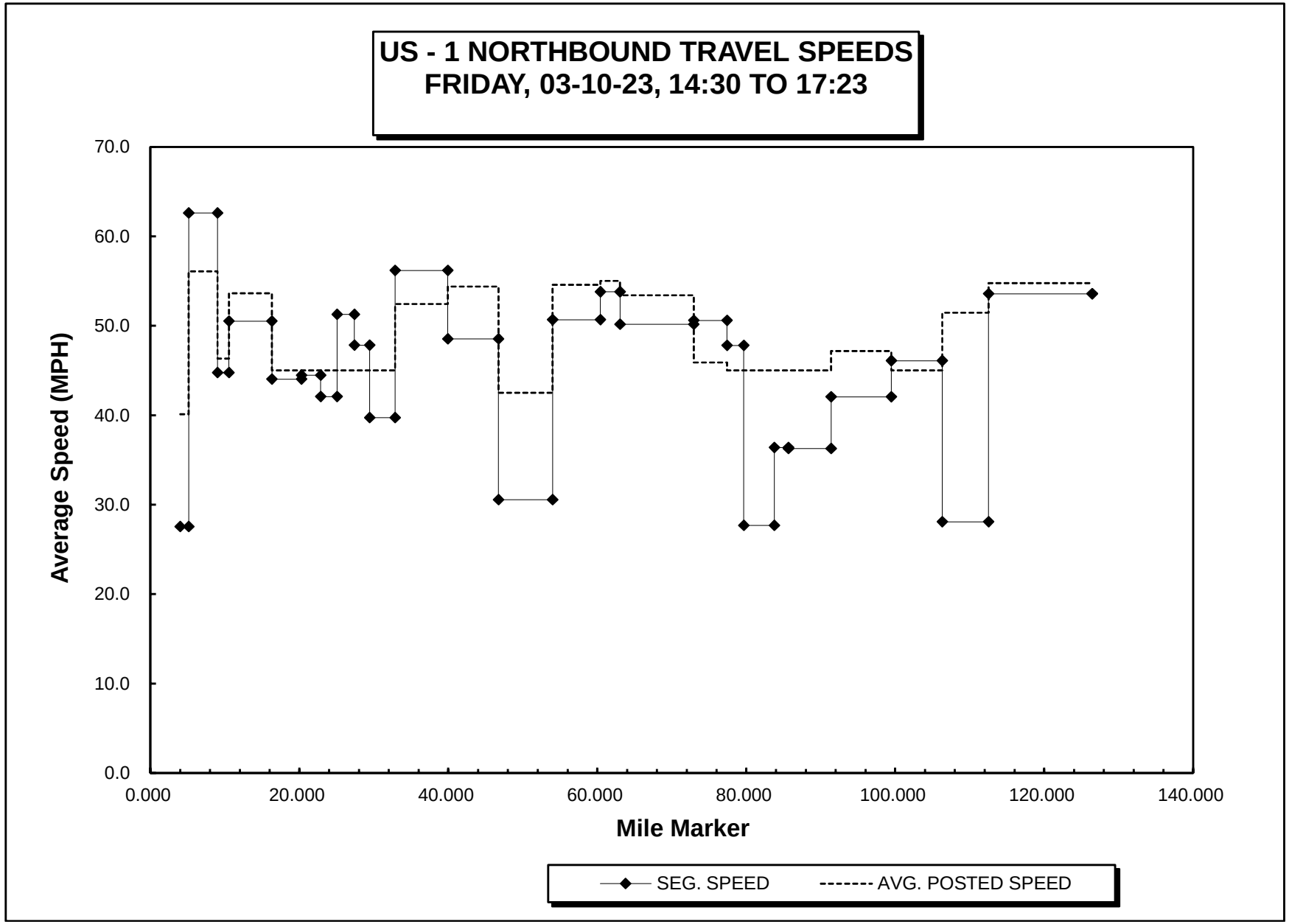
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
THURSDAY, 03-09-23, 09:45 TO 13:26
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY	
OBSERVERS:	OB		LT = Left Turn	CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn	SB = School Bus
DAY/DATE:	Friday, March 10, 2023	Delay ends @ 15 mph	TS = Traffic Signal	EV = Emergency Vehicle
START TIME @ COW KEY BR:	02:30:00 PM		DB = Drawbridge	AC = Accident
FINISH TIME @ C SOUND RD:	05:22:22 PM		CG = Congestion	SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:02:27	00:02:27		1.125	1.125		27.6	10+	TS	00:00:36	
Rockland Dr	2	00:06:11	00:03:44		5.020	3.895		62.6				2
Boca Chica Rd	3	00:08:13	00:02:02		6.537	1.517		44.8				
Harris Ch Br (N)	4	00:15:05	00:06:52		12.319	5.782		50.5				
Bow Channel Br (N)	5	00:20:30	00:05:25		16.294	3.975		44.0	10+	TS	00:00:25	
Spanish Main Dr	6	00:23:56	00:03:26		18.838	2.544		44.5				
E Shore Dr	7	00:27:07	00:03:11		21.070	2.232		42.1				
Torch-Ramrod Br (S)	8	00:29:49	00:02:42		23.377	2.307		51.3				
N Pine Ch Br (N)	9	00:32:24	00:02:35		25.436	2.059		47.8				
Long Beach Dr	10	00:37:34	00:05:10		28.857	3.421		39.7				
7-Mile Br (S)	11	00:45:06	00:07:32		35.910	7.053		56.2				
7-Mile Br (N)	12	00:53:31	00:08:25		42.716	6.806		48.5				
Coco Plum Dr	13	01:07:47	00:14:16		49.982	7.266		30.6	10+	TS,TS/LT	00:03:24	-2
Toms Harbor Ch Br (S)	14	01:15:23	00:07:36		56.402	6.420		50.7	7	CG	00:00:13	
Long Key Br (S)	15	01:18:21	00:02:58		59.062	2.660		53.8				
Channel #2 Br (N)	16	01:30:10	00:11:49		68.939	9.877		50.2				
Lignum V Br (S)	17	01:35:29	00:05:19		73.421	4.482		50.6				
Teatable Relf Br (N)	18	01:38:17	00:02:48		75.651	2.230		47.8				
Whale Harbor Br (S)	19	01:47:14	00:08:57		79.780	4.129		27.7		CG/LT	00:03:51	
Snake Creek Br (N)	20	01:50:18	00:03:04		81.640	1.860		36.4				
Ocean Blvd	21	01:59:50	00:09:32		87.403	5.763		36.3	8	TS(2)	00:00:51	3
Atlantic Blvd	22	02:14:35	00:14:45	00:03:50	95.464	8.061	0.409	42.1	10+	TS,SE/TS/LT	00:05:11	-2
C-905	23	02:23:30	00:08:55		102.314	6.850		46.1	10+	TS/LT	00:00:17	2
County Line sign	24	02:36:48	00:13:18		108.542	6.228		28.1	10+	CG(2)	00:08:43	
Card Sound Rd	25	02:52:22	00:15:34		122.444	13.902		53.6	10+	CG	00:01:01	1
OVERALL		--------	02:36:48	00:03:50	-------	108.542	0.409	42.4			00:23:31	3

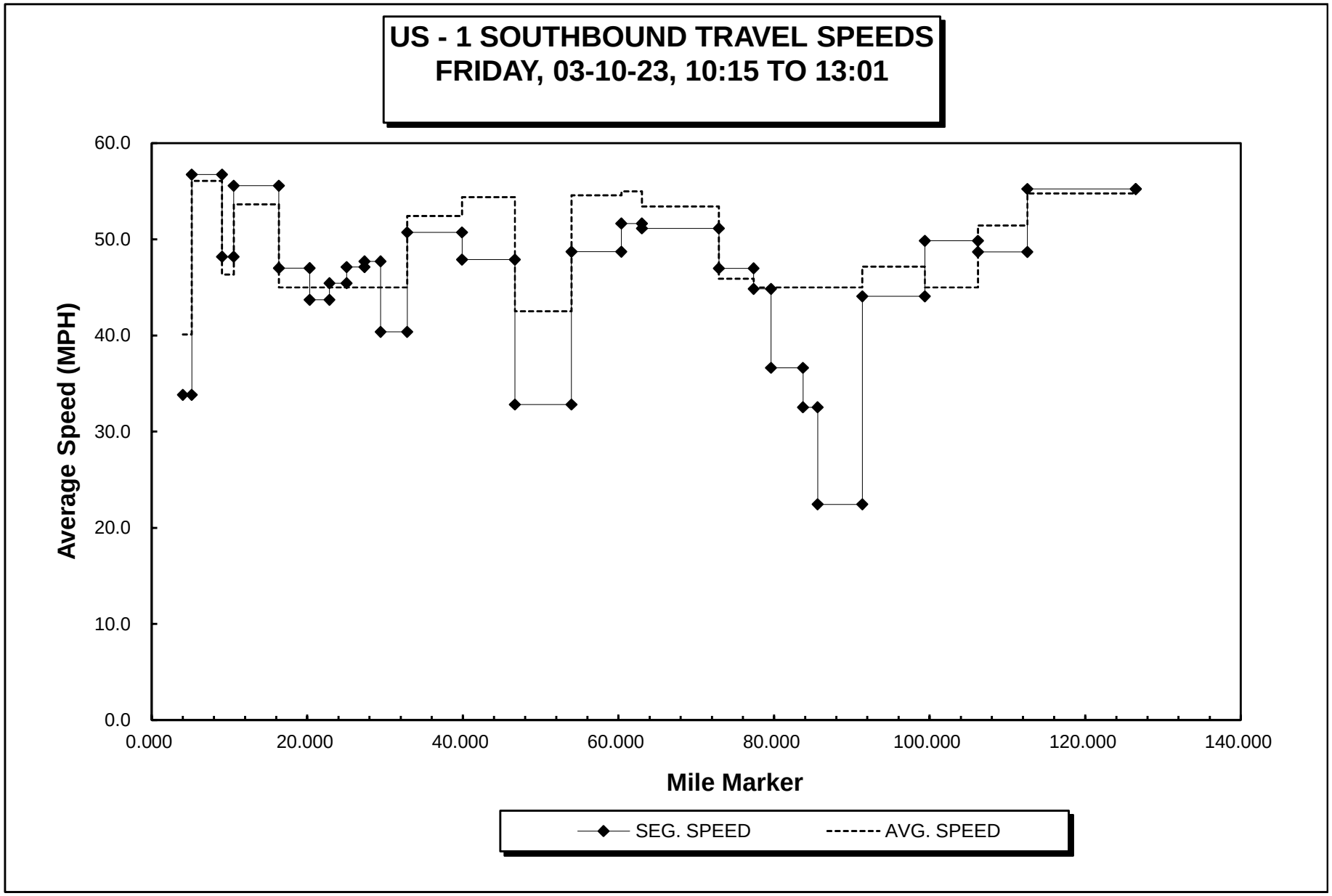
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
FRIDAY, 03-10-23, 14:30 TO 17:23
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn CS = Construction PED = Ped Crossing
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn SB = School Bus
DAY/DATE:	Friday, March 10, 2023	Delay ends @ 15 mph	TS = Traffic Signal EV = Emergency Vehicle
START TIME @ C SOUND RD:	10:15:00 AM		DB = Drawbridge AC = Accident
FINISH TIME @ COW KEY BR:	13:00:26 PM		CG = Congestion SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:15:08	00:15:08		13.936	13.936		55.3				-3
C-905	24	00:22:57	00:07:49		20.279	6.343		48.7				
Atlantic Blvd	23	00:31:11	00:08:14		27.121	6.842		49.9				-2
Ocean Blvd	22	00:42:07	00:10:56		35.153	8.032		44.1	10+	TS	00:00:06	-1
Snake Creek Br (N)	21	00:57:28	00:15:21		40.894	5.741		22.4	10+	TS,CG	00:11:12	
Whale Harbor Br (S)	20	01:00:56	00:03:28		42.774	1.880		32.5	10+	CG	00:00:52	
Teatable Relf Br (N)	19	01:07:40	00:06:44		46.886	4.112		36.6				
Lignum V Br (S)	18	01:10:39	00:02:59		49.116	2.230		44.8				
Channel #2 Br (N)	17	01:16:22	00:05:43		53.592	4.476		47.0				
Long Key Br (S)	16	01:27:58	00:11:36		63.482	9.890		51.2				
Toms Harbor Ch Br (S)	15	01:31:02	00:03:04		66.123	2.641		51.7				
Coco Plum Dr	14	01:38:56	00:07:54		72.538	6.415		48.7				
7-Mile Br (N)	13	01:52:15	00:13:19		79.820	7.282		32.8	10+	TS(2),LT(2)	00:02:28	-4
7-Mile Br (S)	12	02:00:46	00:08:31		86.619	6.799		47.9				
Long Beach Dr	11	02:09:06	00:08:20		93.666	7.047		50.7				2
N Pine Ch Br (N)	10	02:14:10	00:05:04		97.076	3.410		40.4	10+	TS	00:00:44	
Torch-Ramrod Br (S)	9	02:16:45	00:02:35		99.130	2.054		47.7				
E Shore Dr	8	02:19:41	00:02:56		101.434	2.304		47.1				
Spanish Main Dr	7	02:22:37	00:02:56		103.655	2.221		45.4				
Bow Channel Br (N)	6	02:26:06	00:03:29		106.192	2.537		43.7	10+	PED	00:00:14	
Harris Ch Br (N)	5	02:31:10	00:05:04		110.162	3.970		47.0				
Boca Chica Rd	4	02:37:25	00:06:15		115.951	5.789		55.6				
Rockland Dr	3	02:39:17	00:01:52		117.451	1.500		48.2				-2
Key Haven Blvd	2	02:43:25	00:04:08		121.360	3.909		56.7				
Cow Key Bridge (N)	1	02:45:26	00:02:01		122.497	1.137		33.8	10+	TS	00:00:26	
OVERALL		--------	02:30:18	00:00:00	-------	108.561	0.000	43.3			00:16:02	-7

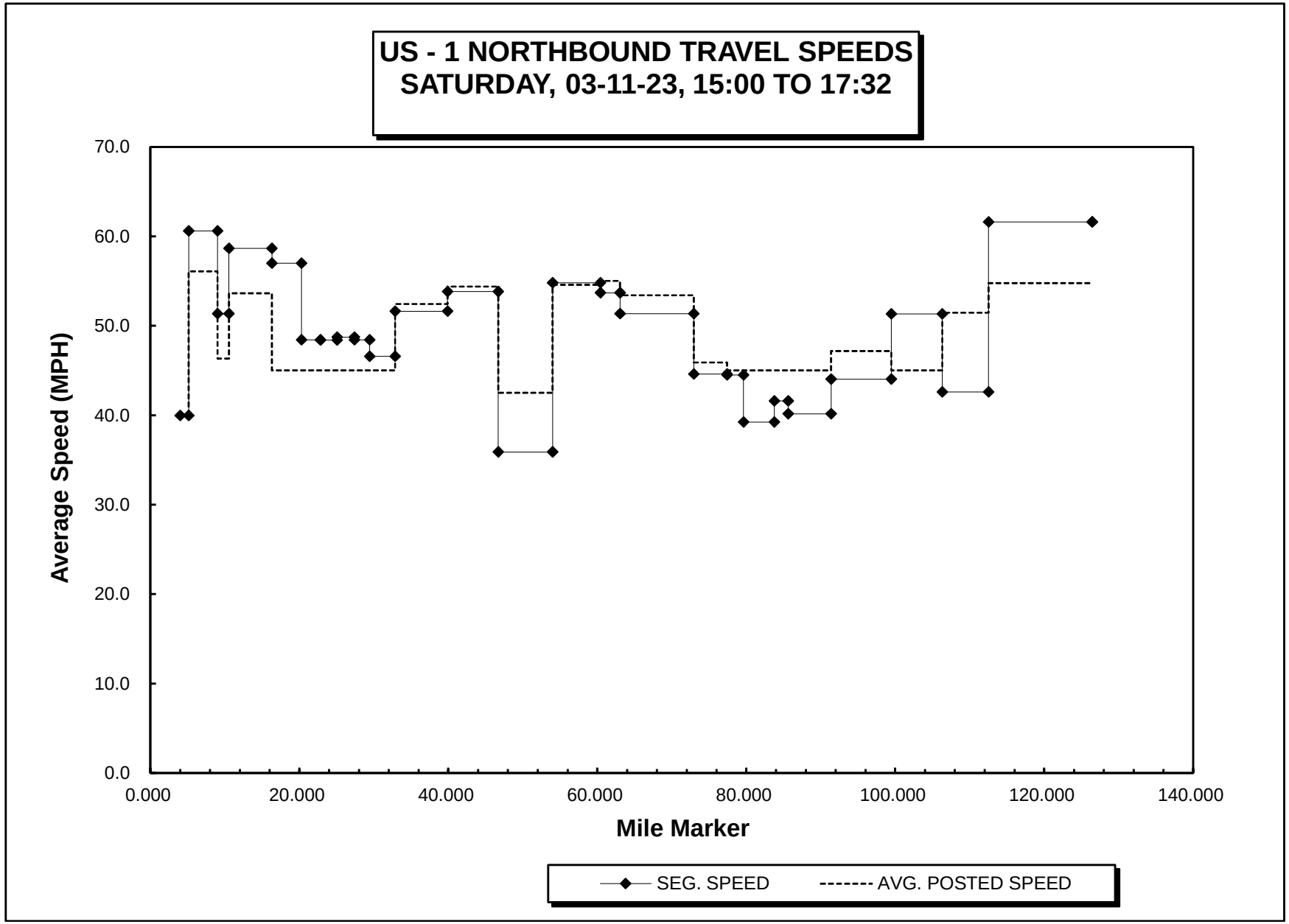
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
FRIDAY, 03-10-23, 10:15 TO 13:01
Average Speed (MPH)
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Saturday, March 11, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ COW KEY BR:	03:00:00 PM		DB = Drawbridge / AC = Accident
FINISH TIME @ C SOUND RD:	05:31:13 PM		CG = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:01:41	00:01:41		1.121	1.121		40.0				
Rockland Dr	2	00:05:33	00:03:52		5.026	3.905		60.6				4
Boca Chica Rd	3	00:07:19	00:01:46		6.538	1.512		51.4				
Harris Ch Br (N)	4	00:13:14	00:05:55		12.322	5.784		58.7				
Bow Channel Br (N)	5	00:17:25	00:04:11		16.295	3.973		57.0				
Spanish Main Dr	6	00:20:34	00:03:09		18.837	2.542		48.4				
E Shore Dr	7	00:23:20	00:02:46		21.069	2.232		48.4				
Torch-Ramrod Br (S)	8	00:26:10	00:02:50		23.370	2.301		48.7				
N Pine Ch Br (N)	9	00:28:43	00:02:33		25.428	2.058		48.4				
Long Beach Dr	10	00:33:07	00:04:24		28.843	3.415		46.6				
7-Mile Br (S)	11	00:41:19	00:08:12		35.899	7.056		51.6				3
7-Mile Br (N)	12	00:48:54	00:07:35		42.702	6.803		53.8				
Coco Plum Dr	13	01:01:45	00:12:51	00:01:09	49.987	7.285	0.287	35.9	10+	SE,TS	00:02:49	7
Toms Harbor Ch Br (S)	14	01:08:47	00:07:02		56.411	6.424		54.8				
Long Key Br (S)	15	01:11:44	00:02:57		59.050	2.639		53.7				
Channel #2 Br (N)	16	01:23:17	00:11:33		68.935	9.885		51.4				
Lignum V Br (S)	17	01:29:19	00:06:02		73.419	4.484		44.6				
Teatable Relf Br (N)	18	01:32:19	00:03:00		75.644	2.225		44.5				
Whale Harbor Br (S)	19	01:38:38	00:06:19		79.774	4.130		39.2				
Snake Creek Br (N)	20	01:41:19	00:02:41		81.634	1.860		41.6				
Ocean Blvd	21	01:49:55	00:08:36		87.391	5.757		40.2	10+	TS	00:00:27	-3
Atlantic Blvd	22	02:00:54	00:10:59		95.453	8.062		44.0	10+	TS(2)	00:01:32	-4
C-905	23	02:08:54	00:08:00		102.298	6.845		51.3	10+	TS	00:00:04	-2
County Line sign	24	02:17:41	00:08:47		108.532	6.234		42.6	10+	CG	00:00:37	
Card Sound Rd	25	02:31:13	00:13:32		122.426	13.894		61.6				
OVERALL		--------	02:17:41	00:01:09	-------	108.532	0.287	47.6			00:05:29	5

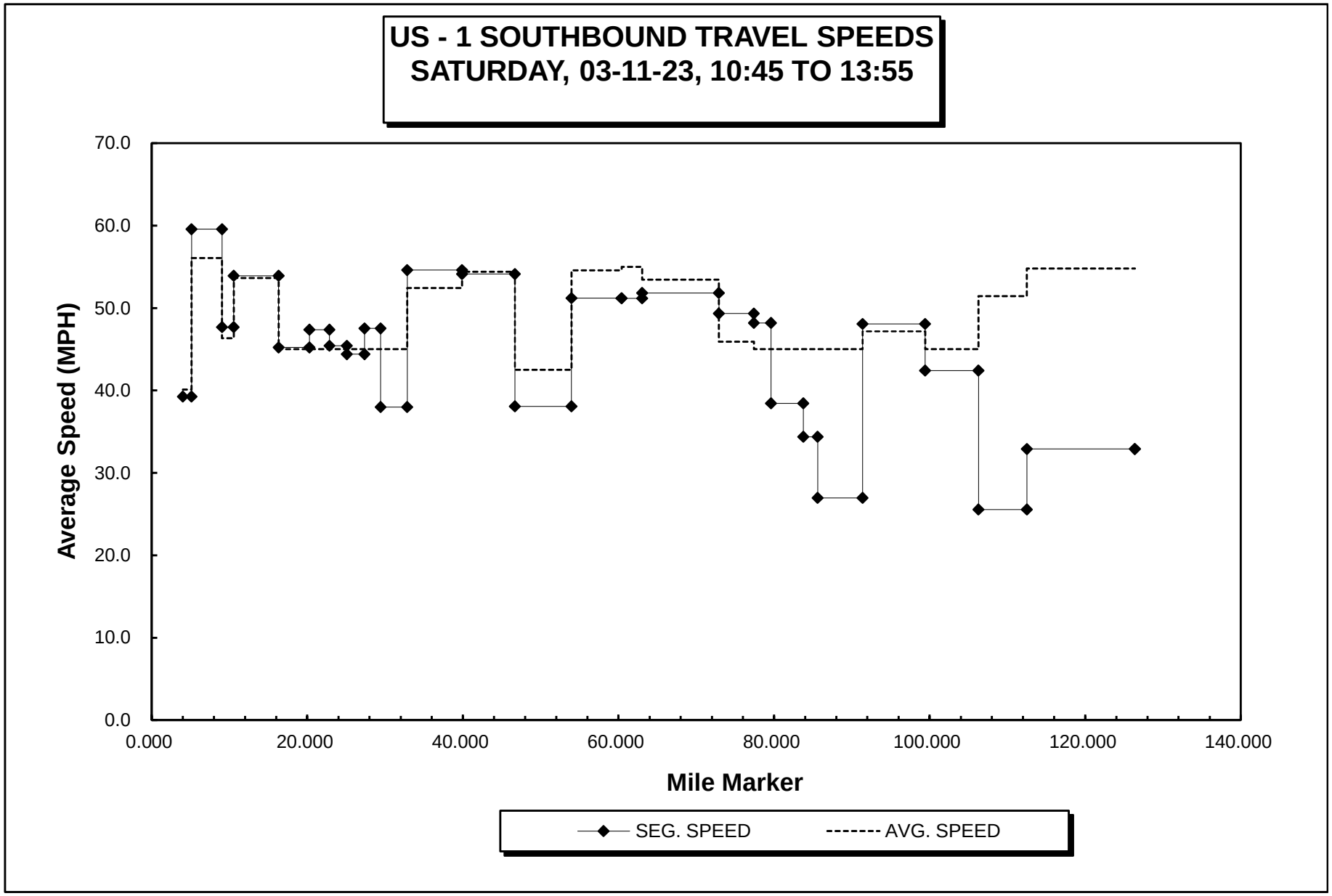
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
SATURDAY, 03-11-23, 15:00 TO 17:32
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY	
OBSERVERS:	OB		LT = Left Turn	CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn	SB = School Bus
DAY/DATE:	Saturday, March 11, 2023	Delay ends @ 15 mph	TS = Traffic Signal	EV = Emergency Vehicle
START TIME @ C SOUND RD:	10:45:00 AM		DB = Drawbridge	AC = Accident
FINISH TIME @ COW KEY BR:	01:54:57 PM		CG = Congestion	SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:25:20	00:25:20		13.890	13.890		32.9	10+	CG(2)	00:14:07	
C-905	24	00:39:57	00:14:37		20.117	6.227		25.6	10+	CG(3)	00:11:06	-2
Atlantic Blvd	23	00:58:55	00:18:58	00:10:13	26.952	6.835	0.651	42.4	10+	SE,TS	00:10:53	6
Ocean Blvd	22	01:08:58	00:10:03		35.003	8.051		48.1	10+	TS(2)	00:00:30	
Snake Creek Br (N)	21	01:25:33	00:16:35	00:06:00	40.770	5.767	1.007	27.0	10+	TS(2),CG,CG/DB	00:11:12	
Whale Harbor Br (S)	20	01:28:48	00:03:15		42.632	1.862		34.4	10+	CG(2)	00:01:17	
Teatable Relf Br (N)	19	01:35:15	00:06:27		46.764	4.132		38.4				
Lignum V Br (S)	18	01:38:01	00:02:46		48.986	2.222		48.2				
Channel #2 Br (N)	17	01:43:28	00:05:27		53.468	4.482		49.3				
Long Key Br (S)	16	01:54:54	00:11:26		63.349	9.881		51.9				
Toms Harbor Ch Br (S)	15	01:58:00	00:03:06		65.993	2.644		51.2				
Coco Plum Dr	14	02:05:31	00:07:31		72.410	6.417		51.2				
7-Mile Br (N)	13	02:18:08	00:12:37	00:01:52	79.687	7.277	0.452	38.1	10+	TS,SE/TS,LT	00:03:27	1
7-Mile Br (S)	12	02:25:41	00:07:33		86.498	6.811		54.1				
Long Beach Dr	11	02:33:26	00:07:45		93.551	7.053		54.6				
N Pine Ch Br (N)	10	02:38:50	00:05:24		96.970	3.419		38.0	10+	TS	00:00:44	
Torch-Ramrod Br (S)	9	02:41:25	00:02:35		99.017	2.047		47.5				
E Shore Dr	8	02:44:31	00:03:06		101.311	2.294		44.4				
Spanish Main Dr	7	02:47:28	00:02:57		103.544	2.233		45.4				
Bow Channel Br (N)	6	02:50:42	00:03:14		106.097	2.553		47.4				
Harris Ch Br (N)	5	02:55:58	00:05:16		110.065	3.968		45.2				
Boca Chica Rd	4	03:02:24	00:06:26		115.846	5.781		53.9				
Rockland Dr	3	03:04:18	00:01:54		117.356	1.510		47.7				
Key Haven Blvd	2	03:08:14	00:03:56		121.262	3.906		59.6				
Cow Key Bridge (N)	1	03:09:57	00:01:43		122.385	1.123		39.3				-3
OVERALL		--------	02:44:37	00:18:05	-------	108.495	2.110	43.6			00:39:09	2

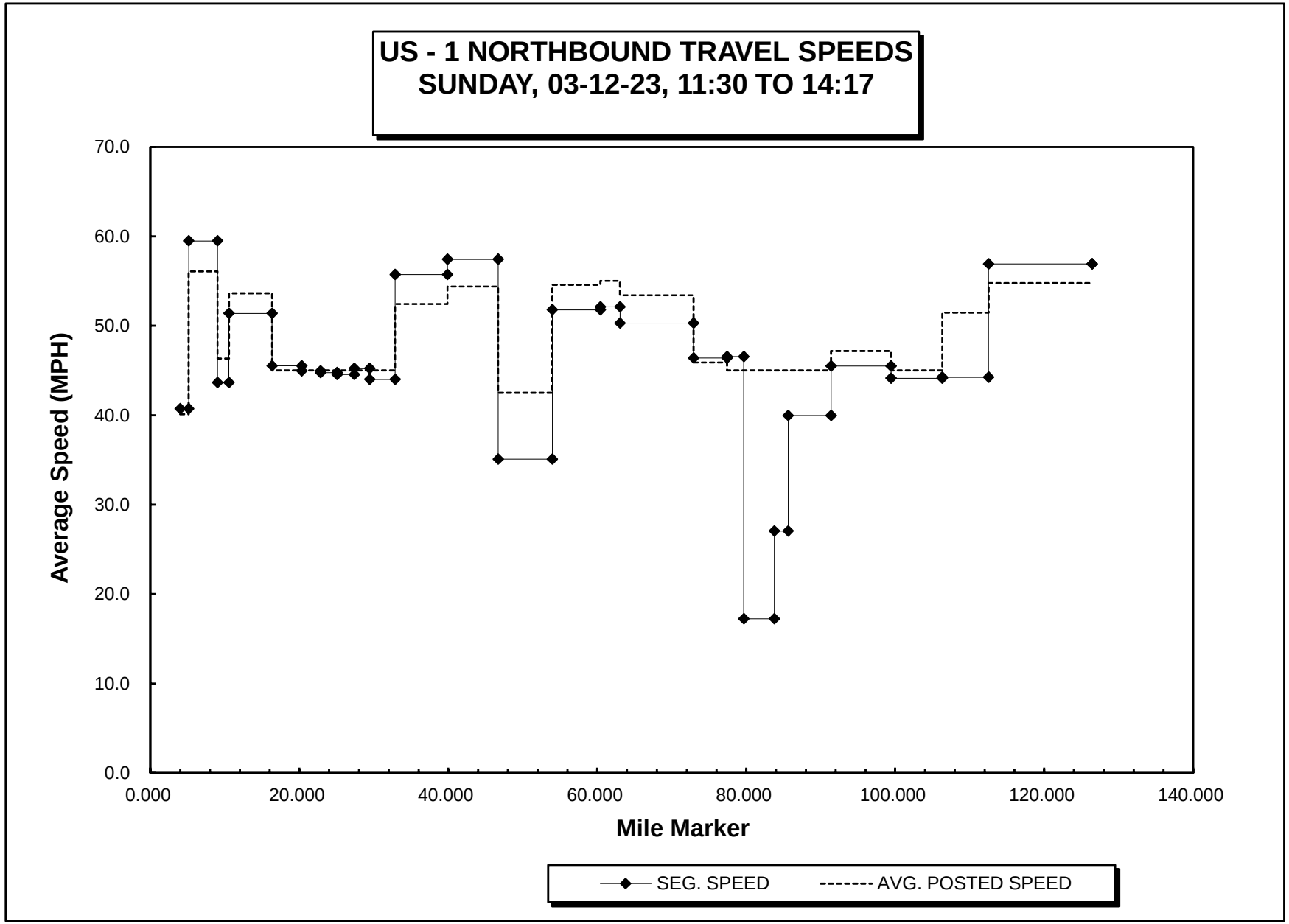
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
SATURDAY, 03-11-23, 10:45 TO 13:55
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Sunny/Clear	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Sunday, March 12, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ COW KEY BR:	11:30:00 AM		DB = Drawbridge / AC = Accident
FINISH TIME @ C SOUND RD:	02:16:25 PM		CG = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:01:39	00:01:39		1.120	1.120		40.7				
Rockland Dr	2	00:05:35	00:03:56		5.019	3.899		59.5				
Boca Chica Rd	3	00:07:40	00:02:05		6.535	1.516		43.7				
Harris Ch Br (N)	4	00:14:26	00:06:46		12.328	5.793		51.4				
Bow Channel Br (N)	5	00:19:40	00:05:14		16.298	3.970		45.5				
Spanish Main Dr	6	00:23:04	00:03:24		18.845	2.547		44.9				
E Shore Dr	7	00:26:03	00:02:59		21.071	2.226		44.8				
Torch-Ramrod Br (S)	8	00:29:09	00:03:06		23.373	2.302		44.6				
N Pine Ch Br (N)	9	00:31:52	00:02:43		25.421	2.048		45.2				
Long Beach Dr	10	00:36:32	00:04:40		28.844	3.423		44.0				
7-Mile Br (S)	11	00:44:08	00:07:36		35.900	7.056		55.7				
7-Mile Br (N)	12	00:51:14	00:07:06		42.694	6.794		57.4				
Coco Plum Dr	13	01:05:17	00:14:03	00:02:25	49.969	7.275	0.475	35.1	10+	SE,TS	00:04:17	
Toms Harbor Ch Br (S)	14	01:12:44	00:07:27		56.400	6.431		51.8				
Long Key Br (S)	15	01:15:47	00:03:03		59.049	2.649		52.1				
Channel #2 Br (N)	16	01:27:34	00:11:47		68.926	9.877		50.3				
Lignum V Br (S)	17	01:33:22	00:05:48		73.411	4.485		46.4	10+	LT	00:00:21	
Teatable Relf Br (N)	18	01:36:15	00:02:53		75.648	2.237		46.6				
Whale Harbor Br (S)	19	01:50:37	00:14:22		79.774	4.126		17.2	10+	LT,CG	00:09:55	
Snake Creek Br (N)	20	01:54:44	00:04:07		81.631	1.857		27.1	10+	CG	00:02:02	
Ocean Blvd	21	02:03:23	00:08:39		87.394	5.763		40.0				
Atlantic Blvd	22	02:14:00	00:10:37		95.443	8.049		45.5	7	TS	00:00:34	-3
C-905	23	02:23:19	00:09:19		102.296	6.853		44.1	10+	TS	00:01:14	
County Line sign	24	02:31:46	00:08:27		108.527	6.231		44.2	10+	CG	00:00:40	
Card Sound Rd	25	02:46:25	00:14:39		122.425	13.898		56.9				
OVERALL		--------	02:31:46	00:02:25	-------	108.527	0.475	43.4			00:19:03	-3

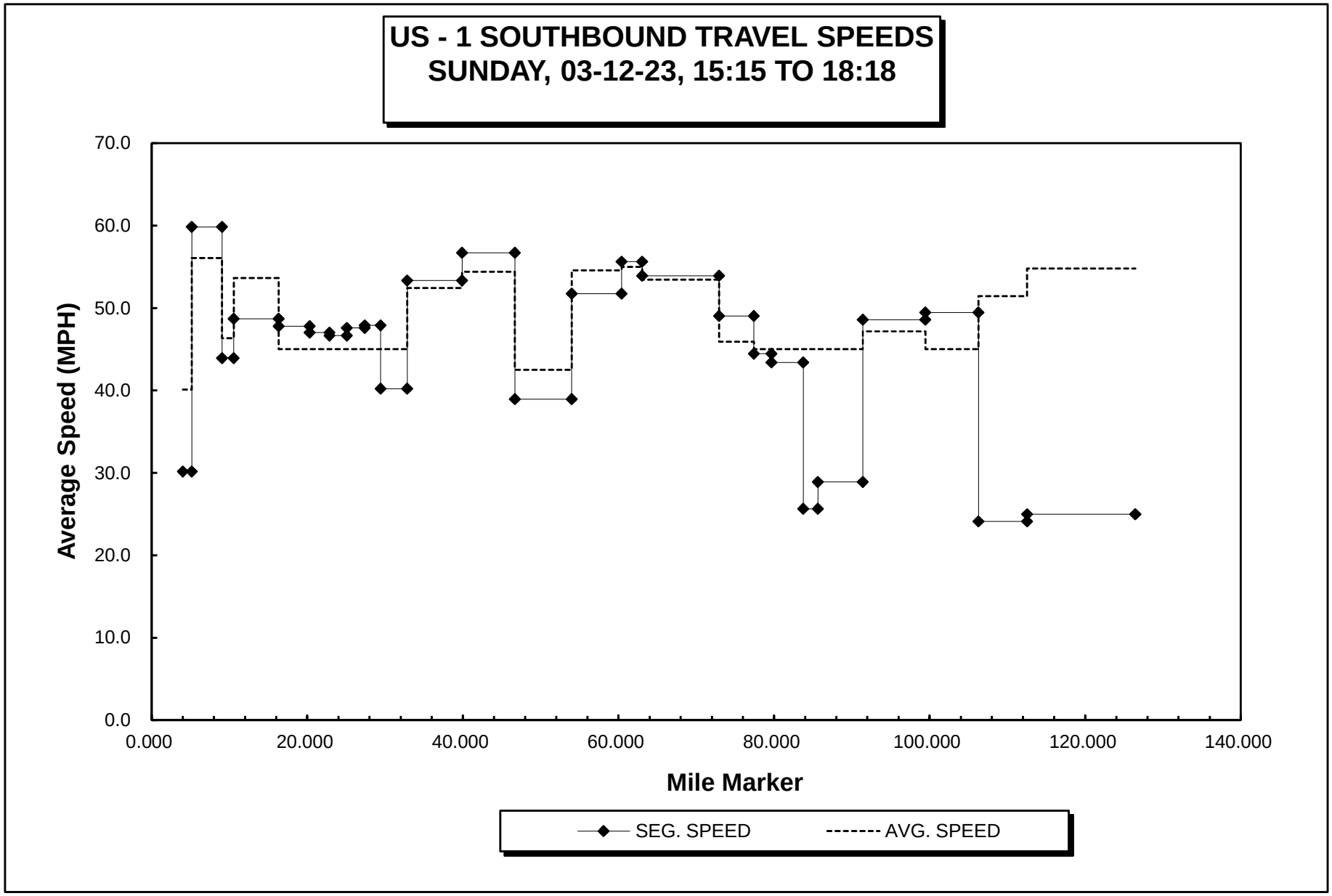
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
SUNDAY, 03-12-23, 11:30 TO 14:17
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Sunny/Clear	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Sunday, March 12, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ C SOUND RD:	03:15:00 PM		DB = Drawbridge / AC = Accident
FINISH TIME @ COW KEY BR:	06:17:21 PM		CG = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:33:23	00:33:23		13.897	13.897		25.0	10+	CG(2)	00:23:15	
C-905	24	00:48:55	00:15:32		20.139	6.242		24.1	10+	CG	00:11:33	2
Atlantic Blvd	23	00:57:13	00:08:18		26.982	6.843		49.5				
Ocean Blvd	22	01:07:09	00:09:56		35.025	8.043		48.6				
Snake Creek Br (N)	21	01:19:06	00:11:57		40.783	5.758		28.9	10+	CG(2)	00:01:00	
Whale Harbor Br (S)	20	01:23:29	00:04:23		42.656	1.873		25.6	10+	CG	00:04:02	
Teatable Relf Br (N)	19	01:29:10	00:05:41		46.769	4.113		43.4				
Lignum V Br (S)	18	01:32:11	00:03:01		49.005	2.236		44.5				
Channel #2 Br (N)	17	01:37:41	00:05:30		53.499	4.494		49.0				
Long Key Br (S)	16	01:48:41	00:11:00		63.384	9.885		53.9				
Toms Harbor Ch Br (S)	15	01:51:32	00:02:51		66.026	2.642		55.6				
Coco Plum Dr	14	01:58:58	00:07:26		72.437	6.411		51.7				
7-Mile Br (N)	13	02:10:12	00:11:14		79.731	7.294		39.0	10+	TS(2),CG	00:01:27	
7-Mile Br (S)	12	02:17:24	00:07:12		86.538	6.807		56.7				
Long Beach Dr	11	02:25:19	00:07:55		93.576	7.038		53.3				
N Pine Ch Br (N)	10	02:30:25	00:05:06		96.994	3.418		40.2	10+	TS	00:00:29	
Torch-Ramrod Br (S)	9	02:32:59	00:02:34		99.043	2.049		47.9				
E Shore Dr	8	02:35:53	00:02:54		101.343	2.300		47.6				
Spanish Main Dr	7	02:38:45	00:02:52		103.573	2.230		46.7				
Bow Channel Br (N)	6	02:42:01	00:03:16		106.133	2.560		47.0				
Harris Ch Br (N)	5	02:47:00	00:04:59		110.104	3.971		47.8				
Boca Chica Rd	4	02:54:07	00:07:07		115.883	5.779		48.7				
Rockland Dr	3	02:56:11	00:02:04		117.396	1.513		43.9				
Key Haven Blvd	2	03:00:05	00:03:54		121.286	3.890		59.8				
Cow Key Bridge (N)	1	03:02:21	00:02:16		122.426	1.140		30.2	10+	TS	00:00:15	
OVERALL		--------	02:28:58	00:00:00	-------	108.529	0.000	43.7			00:18:46	2

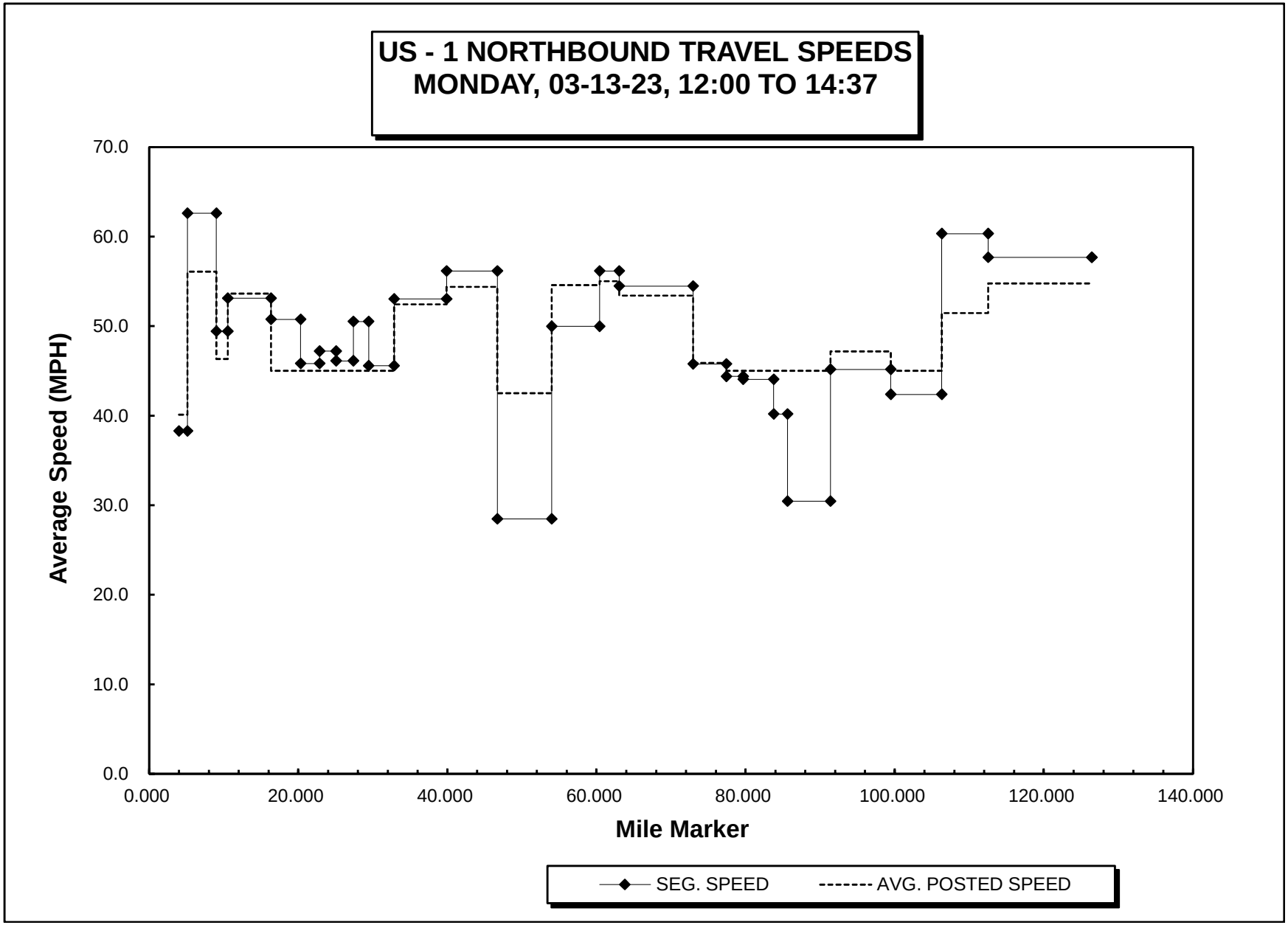
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
SUNDAY, 03-12-23, 15:15 TO 18:18
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Monday, March 13, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ COW KEY BR:	12:00:00 PM		DB = Drawbridge / AC = Accident
FINISH TIME @ C SOUND RD:	2:36:24 PM		CG = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:01:46	00:01:46		1.127	1.127		38.3				1
Rockland Dr	2	00:05:30	00:03:44		5.022	3.895		62.6				2
Boca Chica Rd	3	00:07:21	00:01:51		6.546	1.524		49.4				
Harris Ch Br (N)	4	00:13:53	00:06:32		12.329	5.783		53.1				
Bow Channel Br (N)	5	00:18:35	00:04:42		16.305	3.976		50.8				
Spanish Main Dr	6	00:21:55	00:03:20		18.850	2.545		45.8				
E Shore Dr	7	00:24:45	00:02:50		21.079	2.229		47.2				
Torch-Ramrod Br (S)	8	00:27:45	00:03:00		23.385	2.306		46.1	6	LT	00:00:17	
N Pine Ch Br (N)	9	00:30:11	00:02:26		25.434	2.049		50.5				3
Long Beach Dr	10	00:34:41	00:04:30		28.853	3.419		45.6				
7-Mile Br (S)	11	00:42:39	00:07:58		35.894	7.041		53.0				
7-Mile Br (N)	12	00:49:56	00:07:17		42.709	6.815		56.1				
Coco Plum Dr	13	01:05:16	00:15:20		49.983	7.274		28.5	10+	LT,TS(3)	00:04:45	6
Toms Harbor Ch Br (S)	14	01:12:59	00:07:43		56.409	6.426		50.0				
Long Key Br (S)	15	01:15:49	00:02:50		59.061	2.652		56.2				
Channel #2 Br (N)	16	01:26:42	00:10:53		68.943	9.882		54.5				
Lignum V Br (S)	17	01:32:34	00:05:52		73.417	4.474		45.8				
Teatable Relf Br (N)	18	01:35:35	00:03:01		75.649	2.232		44.4				
Whale Harbor Br (S)	19	01:41:12	00:05:37		79.773	4.124		44.1				
Snake Creek Br (N)	20	01:43:59	00:02:47		81.637	1.864		40.2				
Ocean Blvd	21	01:55:20	00:11:21		87.394	5.757		30.4	10+	CG(2),TS	00:04:10	5
Atlantic Blvd	22	02:06:02	00:10:42		95.450	8.056		45.2	10+	TS(2)	00:01:04	2
C-905	23	02:15:44	00:09:42		102.302	6.852		42.4		TS	00:01:01	
County Line sign	24	02:21:56	00:06:12		108.537	6.235		60.3				
Card Sound Rd	25	02:36:24	00:14:28		122.441	13.904		57.7	10+	CG	00:00:30	
OVERALL		--------	02:21:56	00:00:00	-------	108.537	0.000	45.9			00:11:17	19

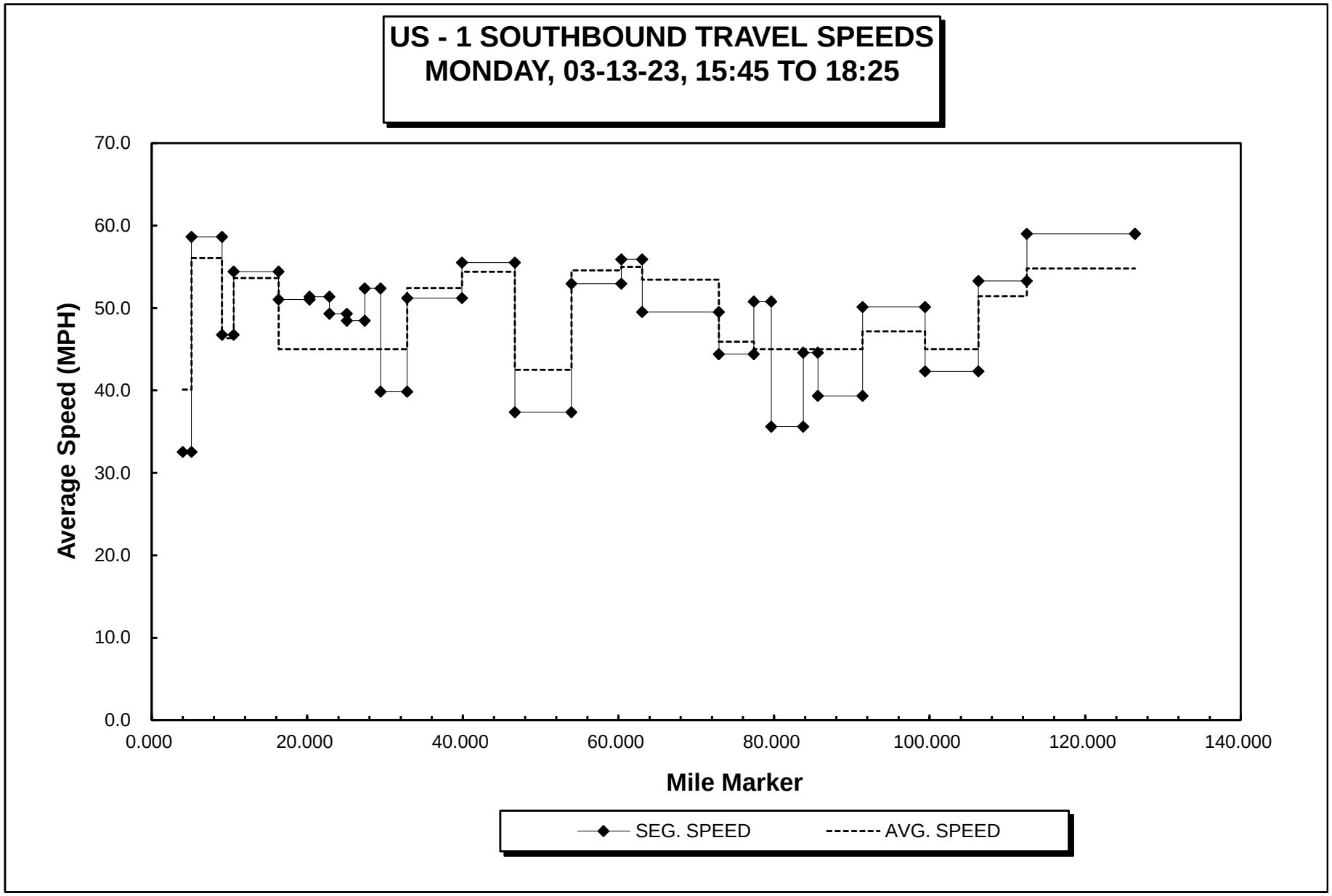
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
MONDAY, 03-13-23, 12:00 TO 14:37
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Monday, March 13, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ C SOUND RD:	03:45:00 PM		DB = Drawbridge / AC = Accident
FINISH TIME @ COW KEY BR:	06:24:28 PM		CG = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:14:08	00:14:08		13.902	13.902		59.0				2
C-905	24	00:21:09	00:07:01		20.134	6.232		53.3				
Atlantic Blvd	23	00:30:50	00:09:41		26.967	6.833		42.3	10+	TS	00:00:40	
Ocean Blvd	22	00:40:28	00:09:38		35.015	8.048		50.1	10+	TS	00:09:33	
Snake Creek Br (N)	21	00:56:52	00:16:24	00:08:58	40.770	5.755	0.879	39.4	10+	TS,AC	00:10:13	
Whale Harbor Br (S)	20	00:59:22	00:02:30	00:00:04	42.646	1.876	0.068	44.6		AC	00:00:04	
Teatable Relf Br (N)	19	01:06:18	00:06:56		46.762	4.116		35.6	10+	LT	00:01:02	
Lignum V Br (S)	18	01:08:56	00:02:38		48.991	2.229		50.8				
Channel #2 Br (N)	17	01:15:00	00:06:04		53.481	4.490		44.4				
Long Key Br (S)	16	01:26:58	00:11:58		63.357	9.876		49.5				
Toms Harbor Ch Br (S)	15	01:29:49	00:02:51		66.012	2.655		55.9				
Coco Plum Dr	14	01:37:05	00:07:16		72.427	6.415		53.0				
7-Mile Br (N)	13	01:48:46	00:11:41		79.704	7.277		37.4	10+	TS(2)	00:00:47	
7-Mile Br (S)	12	01:56:08	00:07:22		86.521	6.817		55.5				
Long Beach Dr	11	02:04:22	00:08:14		93.548	7.027		51.2				
N Pine Ch Br (N)	10	02:09:31	00:05:09		96.969	3.421		39.9				
Torch-Ramrod Br (S)	9	02:11:52	00:02:21		99.021	2.052		52.4				
E Shore Dr	8	02:14:43	00:02:51		101.323	2.302		48.5				
Spanish Main Dr	7	02:17:25	00:02:42		103.542	2.219		49.3				
Bow Channel Br (N)	6	02:20:24	00:02:59		106.097	2.555		51.4				
Harris Ch Br (N)	5	02:25:05	00:04:41		110.079	3.982		51.0				
Boca Chica Rd	4	02:31:27	00:06:22		115.853	5.774		54.4				
Rockland Dr	3	02:33:23	00:01:56		117.359	1.506		46.7				
Key Haven Blvd	2	02:37:23	00:04:00		121.269	3.910		58.7				
Cow Key Bridge (N)	1	02:39:28	00:02:05		122.399	1.130		32.5	10+	CG	00:00:48	
OVERALL		--------	02:25:20	00:09:02	-------	108.497	0.947	47.3			00:23:07	0

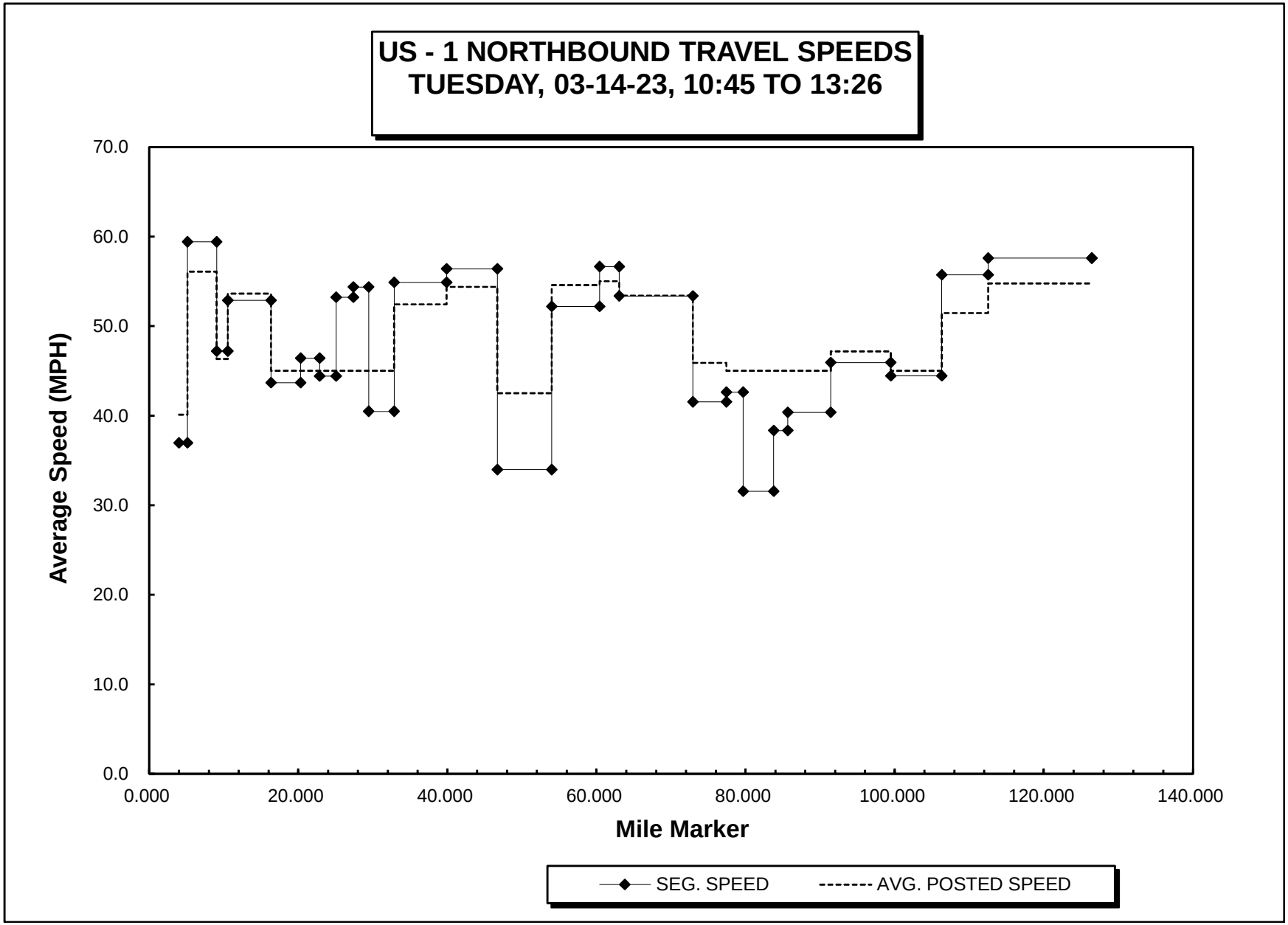
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
MONDAY, 03-13-23, 15:45 TO 18:25
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Tuesday, March 14, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ COW KEY BR:	10:45:00 AM		DB = Drawbridge / AC = Accident
FINISH TIME @ C SOUND RD:	01:25:08 PM		CC = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:01:49	00:01:49		1.119	1.119		37.0				-1
Rockland Dr	2	00:05:46	00:03:57		5.030	3.911		59.4				1
Boca Chica Rd	3	00:07:41	00:01:55		6.538	1.508		47.2				
Harris Ch Br (N)	4	00:14:15	00:06:34		12.325	5.787		52.9				
Bow Channel Br (N)	5	00:19:43	00:05:28		16.305	3.980		43.7	6	TS	00:00:42	
Spanish Main Dr	6	00:23:00	00:03:17		18.845	2.540		46.4				
E Shore Dr	7	00:26:00	00:03:00		21.065	2.220		44.4				
Torch-Ramrod Br (S)	8	00:28:36	00:02:36		23.371	2.306		53.2				
N Pine Ch Br (N)	9	00:30:52	00:02:16		25.425	2.054		54.4				
Long Beach Dr	10	00:35:56	00:05:04		28.843	3.418		40.5	10+	TS	00:00:23	
7-Mile Br (S)	11	00:43:39	00:07:43		35.902	7.059		54.9				
7-Mile Br (N)	12	00:50:53	00:07:14		42.702	6.800		56.4				
Coco Plum Dr	13	01:03:44	00:12:51		49.980	7.278		34.0	10+	CG,TS(2)	00:01:43	5
Toms Harbor Ch Br (S)	14	01:11:07	00:07:23		56.402	6.422		52.2				
Long Key Br (S)	15	01:13:56	00:02:49		59.061	2.659		56.6				
Channel #2 Br (N)	16	01:25:02	00:11:06		68.934	9.873		53.4				
Lignum V Br (S)	17	01:31:30	00:06:28		73.410	4.476		41.5		CG	00:00:24	
Teatable Relf Br (N)	18	01:34:39	00:03:09		75.648	2.238		42.6				
Whale Harbor Br (S)	19	01:42:30	00:07:51		79.778	4.130		31.6		CG(2)	00:03:27	
Snake Creek Br (N)	20	01:45:25	00:02:55		81.641	1.863		38.3				
Ocean Blvd	21	01:53:59	00:08:34		87.404	5.763		40.4	10+	TS	00:00:15	
Atlantic Blvd	22	02:04:30	00:10:31		95.453	8.049		45.9	10+	TS(2)	00:00:42	-2
C-905	23	02:13:45	00:09:15		102.302	6.849		44.4	10+	TS(2)	00:00:42	6
County Line sign	24	02:20:27	00:06:42		108.524	6.222		55.7				
Card Sound Rd	25	02:40:08	00:19:41	00:06:27	122.420	13.896	1.194	57.6	10+	AC	00:06:27	-3
OVERALL		--------	02:20:27	00:00:00	-------	108.524	0.000	46.4			00:08:18	9

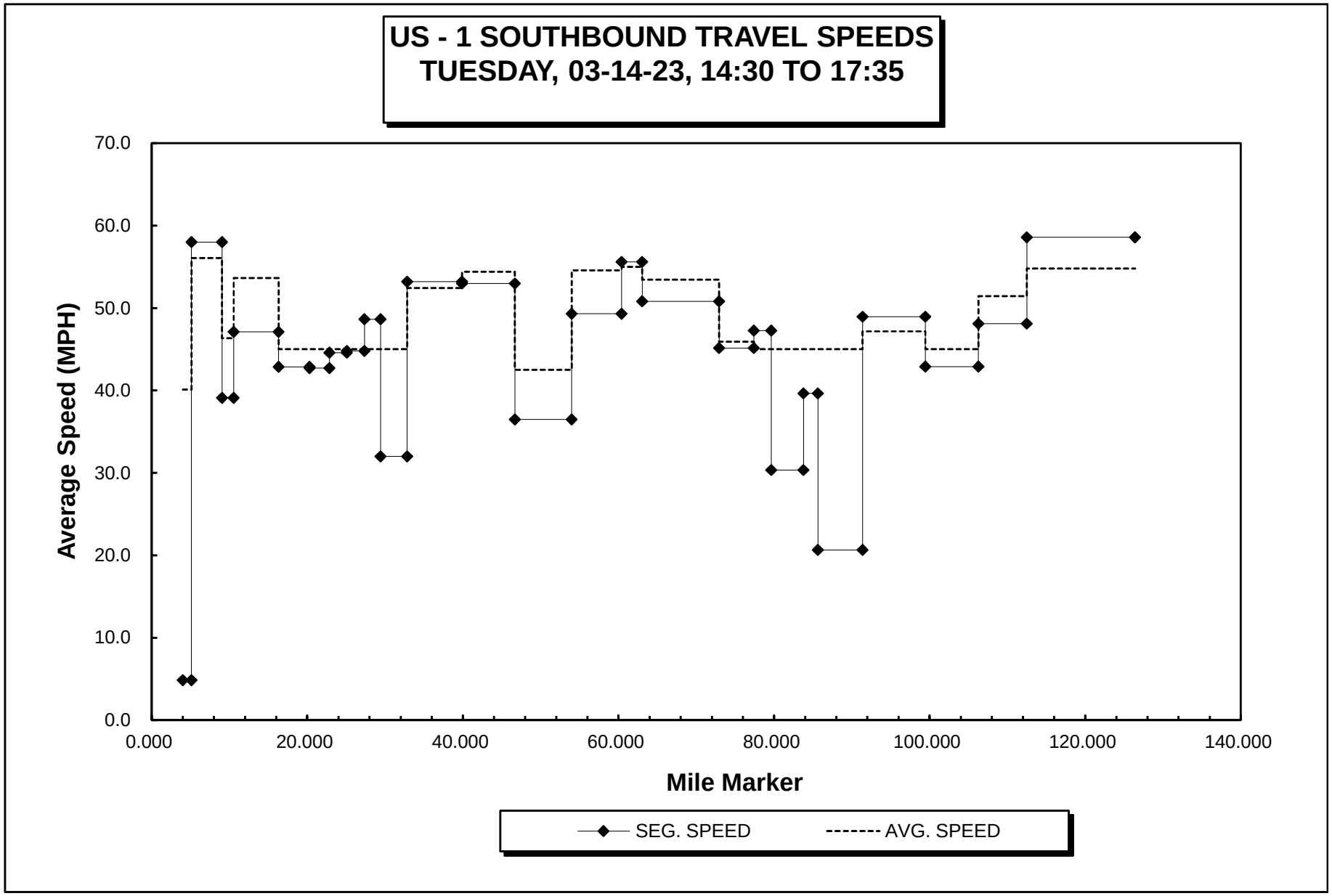
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
TUESDAY, 03-14-23, 10:45 TO 13:26
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Cloudy	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Tuesday, March 14, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ C SOUND RD:	02:30:00 PM		DB = Drawbridge / AC = Accident
FINISH TIME @ COW KEY BR:	05:34:02 PM		CC = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:14:15	00:14:15		13.915	13.915		58.6				
C-905	24	00:22:01	00:07:46		20.143	6.228		48.1				6
Atlantic Blvd	23	00:31:35	00:09:34		26.983	6.840		42.9	10+	TS	00:01:22	5
Ocean Blvd	22	00:41:27	00:09:52		35.030	8.047		48.9		TS	00:00:04	3
Snake Creek Br (N)	21	01:02:16	00:20:49	00:06:00	40.788	5.758	0.661	20.6	10+	CG/DB	00:15:27	
Whale Harbor Br (S)	20	01:05:05	00:02:49		42.649	1.861		39.6				
Teatable Relf Br (N)	19	01:13:15	00:08:10		46.779	4.130		30.3	10+	CG(2)	00:02:59	
Lignum V Br (S)	18	01:16:05	00:02:50		49.011	2.232		47.3				
Channel #2 Br (N)	17	01:22:02	00:05:57		53.489	4.478		45.2				
Long Key Br (S)	16	01:33:42	00:11:40		63.367	9.878		50.8				
Toms Harbor Ch Br (S)	15	01:36:34	00:02:52		66.024	2.657		55.6				
Coco Plum Dr	14	01:44:31	00:07:57	00:00:11	72.434	6.410	0.028	49.3		SB	00:00:11	
7-Mile Br (N)	13	01:56:30	00:11:59		79.722	7.288		36.5	10+	TS(2)	00:01:06	5
7-Mile Br (S)	12	02:04:12	00:07:42		86.521	6.799		53.0				
Long Beach Dr	11	02:12:09	00:07:57		93.569	7.048		53.2				
N Pine Ch Br (N)	10	02:18:35	00:06:26		96.999	3.430		32.0	10+	TS	00:01:40	
Torch-Ramrod Br (S)	9	02:21:07	00:02:32		99.053	2.054		48.6				
E Shore Dr	8	02:24:11	00:03:04		101.343	2.290		44.8				
Spanish Main Dr	7	02:27:11	00:03:00		103.572	2.229		44.6				
Bow Channel Br (N)	6	02:30:46	00:03:35		106.124	2.552		42.7				
Harris Ch Br (N)	5	02:36:25	00:05:39	00:00:15	110.101	3.977	0.119	42.9	8	SE	00:00:15	
Boca Chica Rd	4	02:43:47	00:07:22		115.887	5.786		47.1				
Rockland Dr	3	02:46:05	00:02:18		117.386	1.499		39.1				
Key Haven Blvd	2	02:50:08	00:04:03		121.302	3.916		58.0				
Cow Key Bridge (N)	1	03:04:02	00:13:54		122.421	1.119		4.8	10+	CG	00:13:16	
OVERALL		--------	02:49:47	00:06:26	-------	108.506	0.808	39.6			00:36:20	19

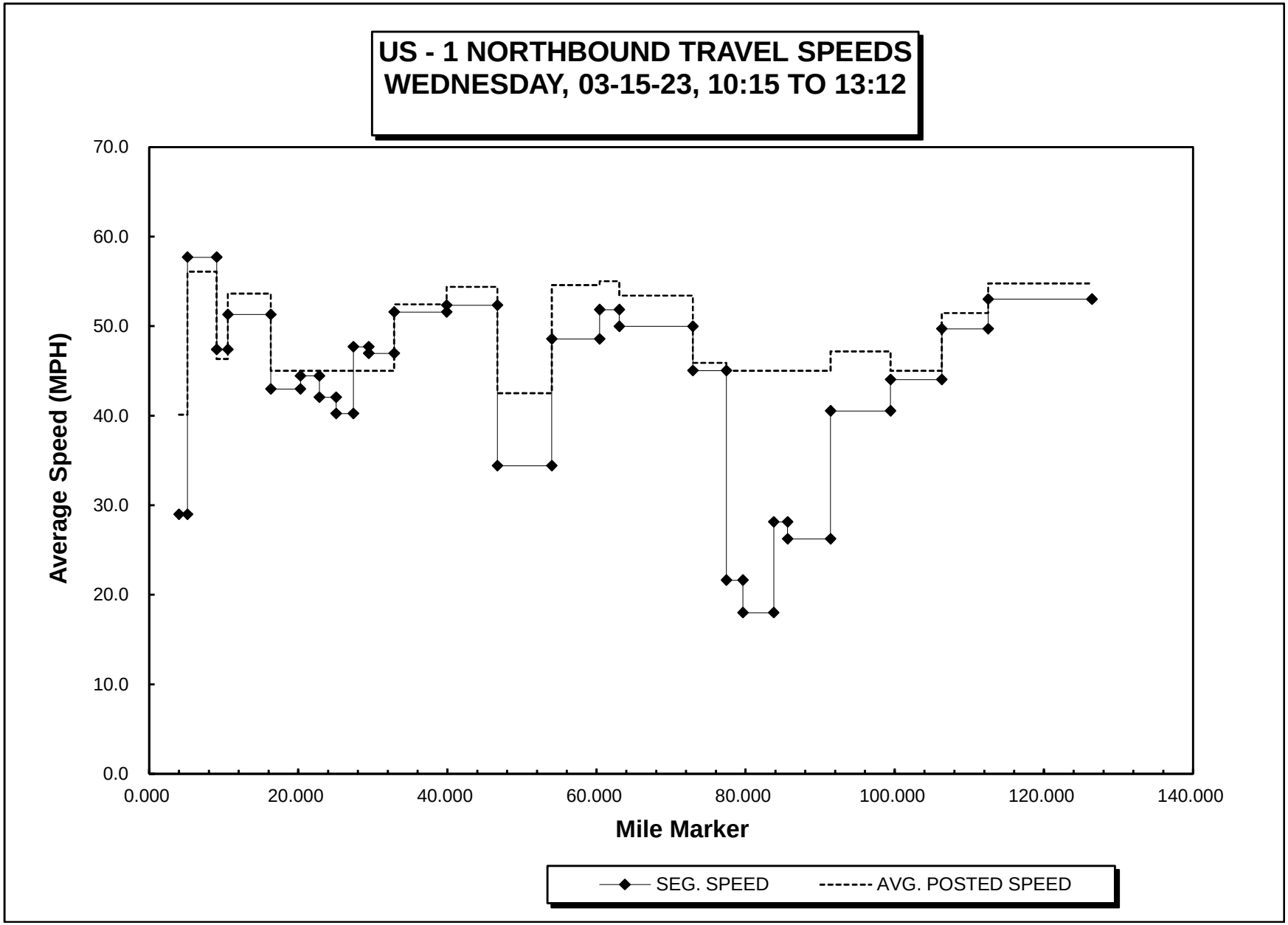
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
TUESDAY, 03-14-23, 14:30 TO 17:35
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY	
OBSERVERS:	OB		LT = Left Turn	CS = Construction
WEATHER/CONDITIONS:	Cloudy	Delay begins @ 5 mph	RT = Right Turn	SB = School Bus
DAY/DATE:	Wednesday, March 15, 2023	Delay ends @ 15 mph	TS = Traffic Signal	EV = Emergency Vehicle
START TIME @ COW KEY BR:	10:15:00 AM		DB = Drawbridge	AC = Accident
FINISH TIME @ C SOUND RD:	13:11:35 PM		CG = Congestion	SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:02:19	00:02:19		1.119	1.119		29.0	10+	TS	00:00:38	
Rockland Dr	2	00:06:23	00:04:04		5.029	3.910		57.7				
Boca Chica Rd	3	00:08:17	00:01:54		6.530	1.501		47.4				
Harris Ch Br (N)	4	00:15:03	00:06:46		12.315	5.785		51.3				
Bow Channel Br (N)	5	00:20:36	00:05:33		16.289	3.974		43.0				
Spanish Main Dr	6	00:24:02	00:03:26		18.832	2.543		44.4				
E Shore Dr	7	00:27:13	00:03:11		21.063	2.231		42.1				
Torch-Ramrod Br (S)	8	00:30:40	00:03:27		23.376	2.313		40.2	7	LT	00:00:26	
N Pine Ch Br (N)	9	00:33:15	00:02:35		25.429	2.053		47.7				
Long Beach Dr	10	00:37:37	00:04:22		28.847	3.418		47.0				
7-Mile Br (S)	11	00:45:49	00:08:12		35.895	7.048		51.6				
7-Mile Br (N)	12	00:53:37	00:07:48		42.697	6.802		52.3				
Coco Plum Dr	13	01:06:19	00:12:42		49.978	7.281		34.4	7	LT,TS	00:00:40	
Toms Harbor Ch Br (S)	14	01:14:15	00:07:56		56.398	6.420		48.6				
Long Key Br (S)	15	01:17:19	00:03:04		59.048	2.650		51.8				
Channel #2 Br (N)	16	01:29:11	00:11:52		68.928	9.880		50.0				
Lignum V Br (S)	17	01:35:09	00:05:58		73.406	4.478		45.0				
Teatable Relf Br (N)	18	01:41:20	00:06:11		75.635	2.229		21.6	10+	CG	00:03:34	
Whale Harbor Br (S)	19	01:54:54	00:13:34	00:06:00	79.757	4.122	1.853	18.0	10+	CG/DB,DB	00:12:40	
Snake Creek Br (N)	20	01:58:53	00:03:59		81.625	1.868		28.1	10+	CG	00:03:59	
Ocean Blvd	21	02:12:03	00:13:10		87.381	5.756		26.2	10+	CG,TS	00:11:55	
Atlantic Blvd	22	02:23:59	00:11:56		95.441	8.060		40.5	10+	TS(2)	00:02:16	
C-905	23	02:33:19	00:09:20		102.290	6.849		44.0	10+	TS(2),CG	00:01:37	
County Line sign	24	02:40:51	00:07:32		108.530	6.240		49.7				
Card Sound Rd	25	02:56:35	00:15:44		122.426	13.896		53.0				
OVERALL		--------	02:40:51	00:06:00	-------	108.530	1.853	41.3			00:37:45	0

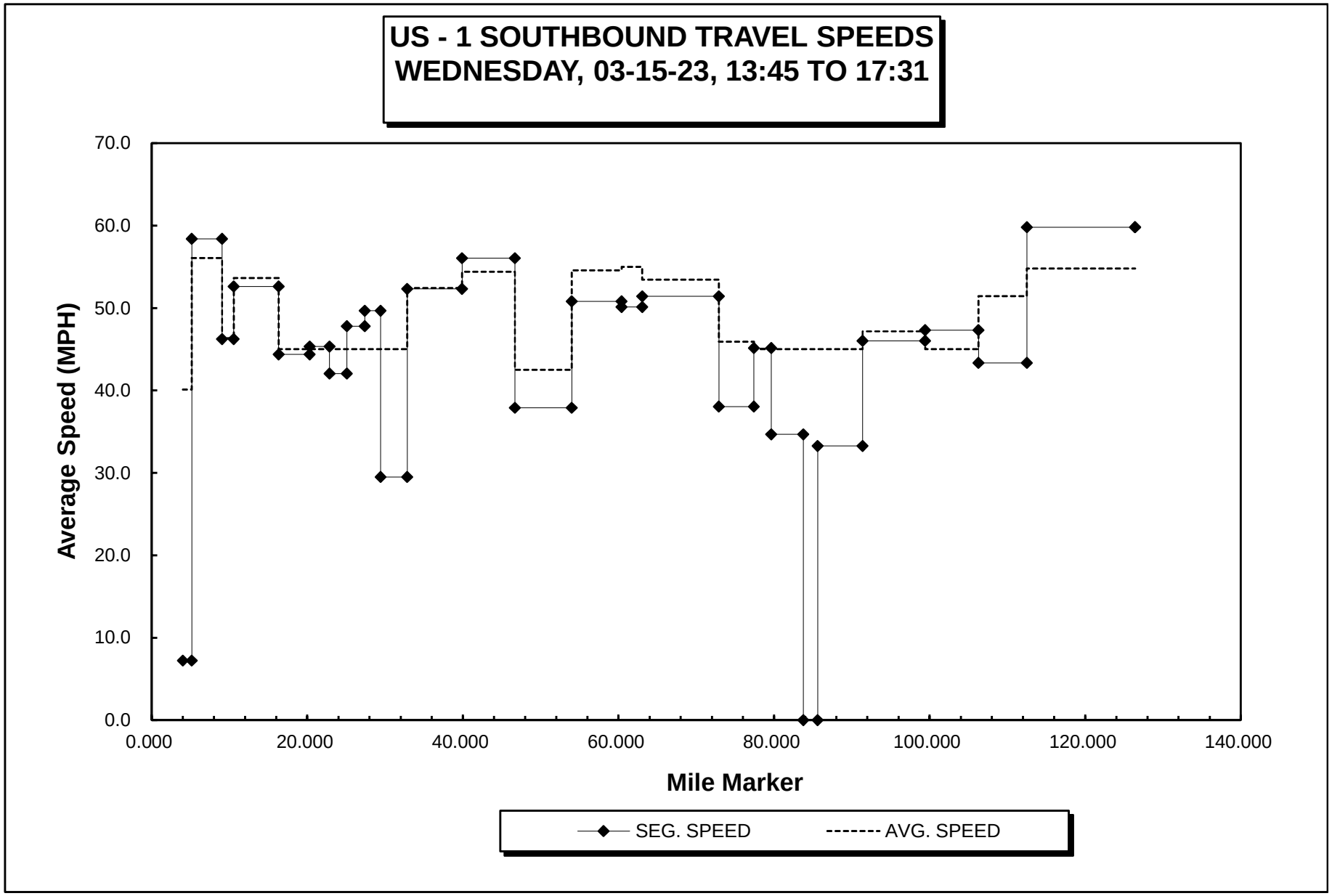
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
WEDNESDAY, 03-15-23, 10:15 TO 13:12
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn CS = Construction
WEATHER/CONDITIONS:	Cloudy	Delay begins @ 5 mph	RT = Right Turn SB = School Bus
DAY/DATE:	Wednesday, March 15, 2023	Delay ends @ 15 mph	TS = Traffic Signal EV = Emergency Vehicle
START TIME @ C SOUND RD:	01:45:00 PM		DB = Drawbridge AC = Accident
FINISH TIME @ COW KEY BR:	05:30:20 PM		CG = Congestion SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:13:57	00:13:57		13.906	13.906		59.8	10+	CG	00:00:54	
C-905	24	00:22:34	00:08:37		20.130	6.224		43.3	10+	CG(3)	00:01:45	
Atlantic Blvd	23	00:31:15	00:08:41		26.979	6.849		47.3	10+	TS	00:02:45	
Ocean Blvd	22	00:41:56	00:10:41	00:00:25	35.024	8.045	0.168	46.0	10+	SE, TS	00:00:53	
Snake Creek Br (N)	21	01:44:04	01:02:08	00:57:23	40.788	5.764	3.131	33.3	10+	TS,CS	01:00:47	
Whale Harbor Br (S)	20	01:49:51	00:05:47	00:05:47	42.657	1.869	1.869	-	10+	CS	00:05:47	
Teatable Relf Br (N)	19	01:59:54	00:10:03	00:05:20	46.780	4.123	1.398	34.7	10+	CS	00:05:20	
Lignum V Br (S)	18	02:02:52	00:02:58		49.013	2.233		45.2				
Channel #2 Br (N)	17	02:09:56	00:07:04		53.494	4.481		38.0	10+	CG	00:01:22	
Long Key Br (S)	16	02:21:27	00:11:31		63.363	9.869		51.4				
Toms Harbor Ch Br (S)	15	02:24:37	00:03:10		66.009	2.646		50.1				
Coco Plum Dr	14	02:32:11	00:07:34		72.419	6.410		50.8				
7-Mile Br (N)	13	02:43:44	00:11:33		79.713	7.294		37.9	10+	TS(3)	00:01:17	
7-Mile Br (S)	12	02:51:01	00:07:17		86.518	6.805		56.1				
Long Beach Dr	11	02:59:05	00:08:04		93.554	7.036		52.3				
N Pine Ch Br (N)	10	03:06:02	00:06:57		96.971	3.417		29.5	10+	TS	00:02:26	
Torch-Ramrod Br (S)	9	03:08:31	00:02:29		99.027	2.056		49.7				
E Shore Dr	8	03:11:24	00:02:53		101.324	2.297		47.8				
Spanish Main Dr	7	03:14:35	00:03:11		103.556	2.232		42.1				
Bow Channel Br (N)	6	03:17:58	00:03:23		106.112	2.556		45.3				
Harris Ch Br (N)	5	03:23:20	00:05:22		110.082	3.970		44.4				
Boca Chica Rd	4	03:29:56	00:06:36		115.871	5.789		52.6				
Rockland Dr	3	03:31:52	00:01:56		117.361	1.490		46.2				
Key Haven Blvd	2	03:35:53	00:04:01		121.271	3.910		58.4				
Cow Key Bridge (N)	1	03:45:20	00:09:27		122.407	1.136		7.2	10+	TS	00:08:47	
OVERALL		--------	03:31:23	01:08:55	-------	108.501	6.566	42.9			01:31:09	0

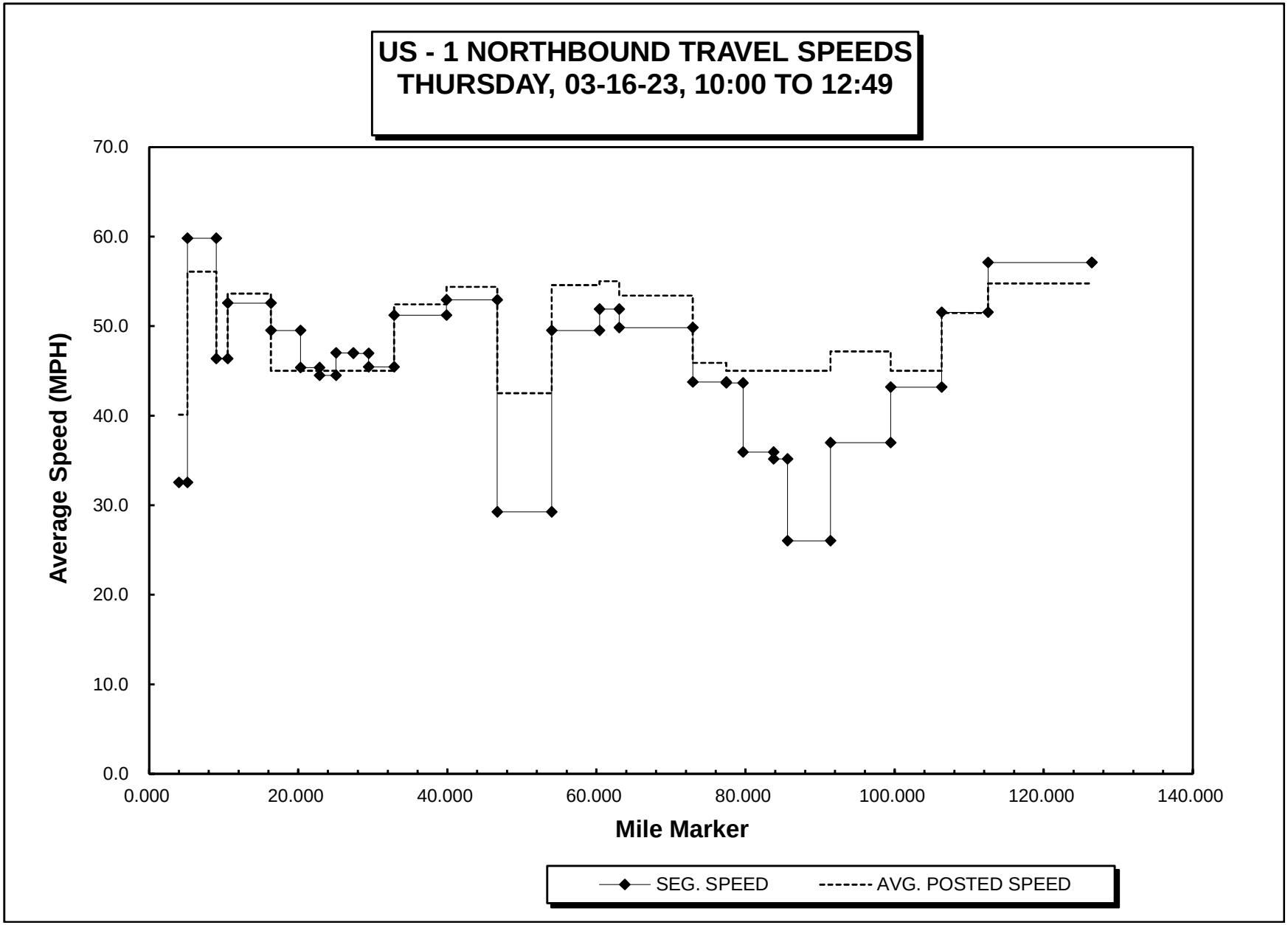
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
WEDNESDAY, 03-15-23, 13:45 TO 17:31
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Thursday, March 16, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ COW KEY BR:	10:00:00 AM		DB = Drawbridge / AC = Accident
FINISH TIME @ C SOUND RD:	12:48:34 PM		CG = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:02:04	00:02:04		1.121	1.121		32.5				
Rockland Dr	2	00:05:59	00:03:55		5.025	3.904		59.8				2
Boca Chica Rd	3	00:07:56	00:01:57		6.532	1.507		46.4				
Harris Ch Br (N)	4	00:14:33	00:06:37		12.328	5.796		52.6				
Bow Channel Br (N)	5	00:19:22	00:04:49		16.303	3.975		49.5				
Spanish Main Dr	6	00:22:44	00:03:22		18.848	2.545		45.4				
E Shore Dr	7	00:25:44	00:03:00		21.072	2.224		44.5				
Torch-Ramrod Br (S)	8	00:28:40	00:02:56		23.371	2.299		47.0				
N Pine Ch Br (N)	9	00:31:18	00:02:38		25.432	2.061		47.0				
Long Beach Dr	10	00:35:49	00:04:31		28.852	3.420		45.4				
7-Mile Br (S)	11	00:44:04	00:08:15		35.894	7.042		51.2				
7-Mile Br (N)	12	00:51:47	00:07:43		42.702	6.808		52.9				
Coco Plum Dr	13	01:08:48	00:17:01	00:02:45	49.984	7.282	0.325	29.3	10+	LT,CG(2),TS(2),CS	00:07:49	
Toms Harbor Ch Br (S)	14	01:16:35	00:07:47		56.405	6.421		49.5				
Long Key Br (S)	15	01:19:39	00:03:04		59.058	2.653		51.9				
Channel #2 Br (N)	16	01:31:32	00:11:53		68.930	9.872		49.8				
Lignum V Br (S)	17	01:37:41	00:06:09		73.414	4.484		43.7				
Teatable Relf Br (N)	18	01:40:45	00:03:04		75.645	2.231		43.6				
Whale Harbor Br (S)	19	01:47:38	00:06:53		79.767	4.122		35.9	10+	CG	00:01:57	
Snake Creek Br (N)	20	01:50:49	00:03:11		81.633	1.866		35.2				
Ocean Blvd	21	02:04:06	00:13:17		87.392	5.759		26.0	10+	CG(2),CG/TS	00:08:09	
Atlantic Blvd	22	02:17:11	00:13:05		95.454	8.062		37.0	10+	TS	00:02:51	
C-905	23	02:26:42	00:09:31		102.306	6.852		43.2	10+	TS(2)	00:00:47	
County Line sign	24	02:33:57	00:07:15		108.534	6.228		51.5				-2
Card Sound Rd	25	02:48:34	00:14:37		122.442	13.908		57.1				
OVERALL		--------	02:33:57	00:02:45	-------	108.534	0.325	42.9			00:21:33	0

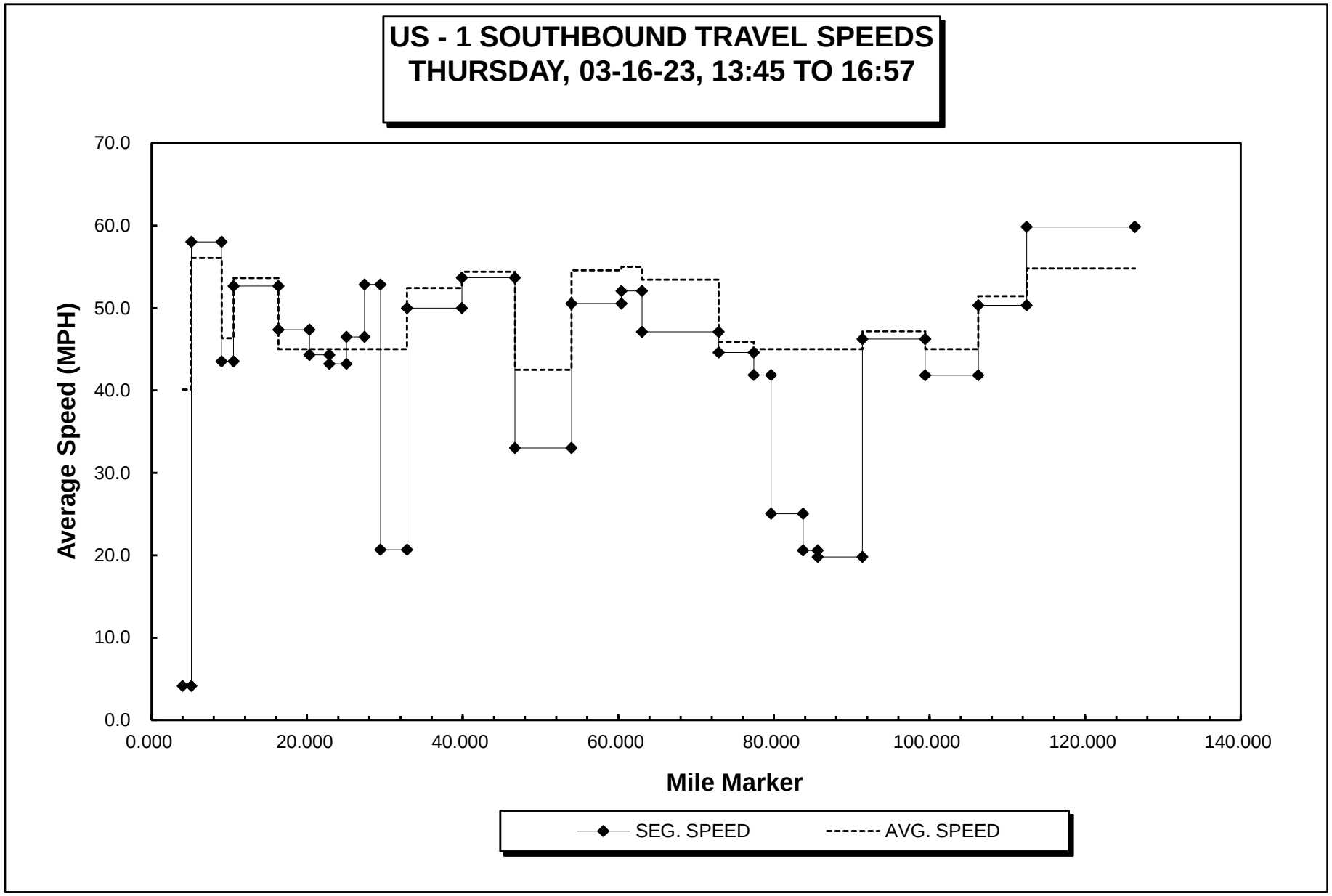
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
THURSDAY, 03-16-23, 10:00 TO 12:49
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Thursday, March 16, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ C SOUND RD:	01:45:00 PM		DB = Drawbridge / AC = Accident
FINISH TIME @ COW KEY BR:	04:56:55 PM		CG = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:13:56	00:13:56		13.897	13.897		59.8				
C-905	24	00:21:22	00:07:26		20.132	6.235		50.3				
Atlantic Blvd	23	00:31:10	00:09:48		26.967	6.835		41.8	7	TS(2)	00:01:14	
Ocean Blvd	22	00:41:37	00:10:27		35.023	8.056		46.3				2
Snake Creek Br (N)	21	00:59:03	00:17:26		40.777	5.754		19.8	10+	CG(4)	00:11:35	
Whale Harbor Br (S)	20	01:04:29	00:05:26		42.641	1.864		20.6	10+	CG(2)	00:04:32	
Teatable Relf Br (N)	19	01:14:22	00:09:53		46.765	4.124		25.0	10+	CG	00:06:30	
Lignum V Br (S)	18	01:17:34	00:03:12		48.999	2.234		41.9				
Channel #2 Br (N)	17	01:23:36	00:06:02		53.485	4.486		44.6				
Long Key Br (S)	16	01:36:11	00:12:35		63.364	9.879		47.1	10+	CG	00:01:04	
Toms Harbor Ch Br (S)	15	01:39:14	00:03:03		66.011	2.647		52.1				
Coco Plum Dr	14	01:46:51	00:07:37		72.428	6.417		50.5				
7-Mile Br (N)	13	02:00:04	00:13:13		79.704	7.276		33.0	10+	TS(2),CG(2)	00:04:01	
7-Mile Br (S)	12	02:07:41	00:07:37		86.518	6.814		53.7				
Long Beach Dr	11	02:16:08	00:08:27		93.561	7.043		50.0				
N Pine Ch Br (N)	10	02:26:03	00:09:55		96.979	3.418		20.7	10+	TS	00:06:24	
Torch-Ramrod Br (S)	9	02:28:23	00:02:20		99.035	2.056		52.9				
E Shore Dr	8	02:31:21	00:02:58		101.335	2.300		46.5				
Spanish Main Dr	7	02:34:26	00:03:05		103.556	2.221		43.2				
Bow Channel Br (N)	6	02:37:54	00:03:28		106.117	2.561		44.3				
Harris Ch Br (N)	5	02:42:56	00:05:02		110.091	3.974		47.4				
Boca Chica Rd	4	02:49:31	00:06:35		115.873	5.782		52.7				
Rockland Dr	3	02:51:36	00:02:05		117.384	1.511		43.5				
Key Haven Blvd	2	02:55:38	00:04:02		121.285	3.901		58.0				
Cow Key Bridge (N)	1	03:11:55	00:16:17		122.408	1.123		4.1	10+	CG	00:16:12	
OVERALL		--------	02:57:59	00:00:00	-------	108.511	0.000	36.6			00:51:32	2

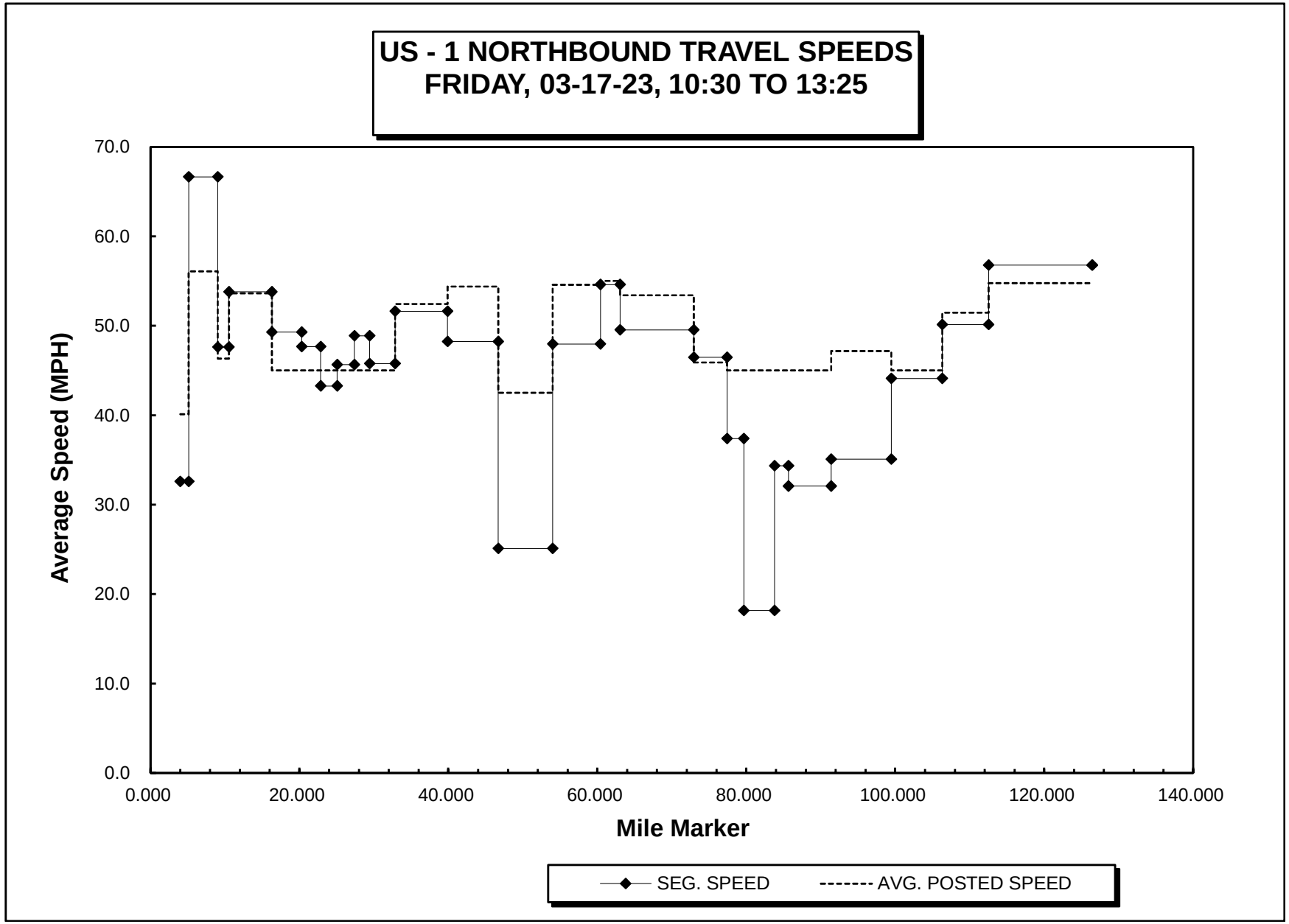
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
THURSDAY, 03-16-23, 13:45 TO 16:57
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn SB = School Bus
DAY/DATE:	Friday, March 17, 2023	Delay ends @ 15 mph	TS = Traffic Signal EV = Emergency Vehicle
START TIME @ COW KEY BR:	10:30:00 AM		DB = Drawbridge AC = Accident
FINISH TIME @ C SOUND RD:	01:24:20 PM		CG = Congestion SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:02:04	00:02:04		1.122	1.122		32.6				
Rockland Dr	2	00:05:35	00:03:31		5.028	3.906		66.6				
Boca Chica Rd	3	00:07:29	00:01:54		6.536	1.508		47.6				
Harris Ch Br (N)	4	00:13:56	00:06:27		12.319	5.783		53.8				
Bow Channel Br (N)	5	00:18:47	00:04:51		16.303	3.984		49.3				
Spanish Main Dr	6	00:21:59	00:03:12		18.845	2.542		47.7				
E Shore Dr	7	00:25:04	00:03:05		21.068	2.223		43.3	10+	CG	00:00:24	
Torch-Ramrod Br (S)	8	00:28:06	00:03:02		23.376	2.308		45.7				
N Pine Ch Br (N)	9	00:30:37	00:02:31		25.426	2.050		48.9				
Long Beach Dr	10	00:35:06	00:04:29		28.845	3.419		45.8				
7-Mile Br (S)	11	00:43:18	00:08:12		35.900	7.055		51.6				
7-Mile Br (N)	12	00:51:46	00:08:28		42.708	6.808		48.2				
Coco Plum Dr	13	01:09:09	00:17:23		49.983	7.275		25.1	10+	CG,TS	00:06:49	
Toms Harbor Ch Br (S)	14	01:17:11	00:08:02		56.405	6.422		48.0				
Long Key Br (S)	15	01:20:06	00:02:55		59.060	2.655		54.6				
Channel #2 Br (N)	16	01:32:04	00:11:58		68.942	9.882		49.5				
Lignum V Br (S)	17	01:37:51	00:05:47		73.420	4.478		46.5				
Teatable Relf Br (N)	18	01:41:26	00:03:35		75.652	2.232		37.4	10+	CG	00:00:27	
Whale Harbor Br (S)	19	01:55:05	00:13:39		79.782	4.130		18.2	10+	CG	00:10:38	
Snake Creek Br (N)	20	01:58:20	00:03:15		81.643	1.861		34.4				
Ocean Blvd	21	02:09:06	00:10:46		87.400	5.757		32.1	10+	CG(3),TS	00:03:54	
Atlantic Blvd	22	02:22:52	00:13:46		95.451	8.051		35.1	10+	TS	00:04:18	3
C-905	23	02:32:11	00:09:19		102.301	6.850		44.1	10+	TS(2)	00:00:39	4
County Line sign	24	02:39:38	00:07:27		108.524	6.223		50.1				-1
Card Sound Rd	25	02:54:20	00:14:42		122.431	13.907		56.8				-1
OVERALL		--------	02:39:38	00:00:00	-------	108.524	0.000	40.8			00:27:09	6

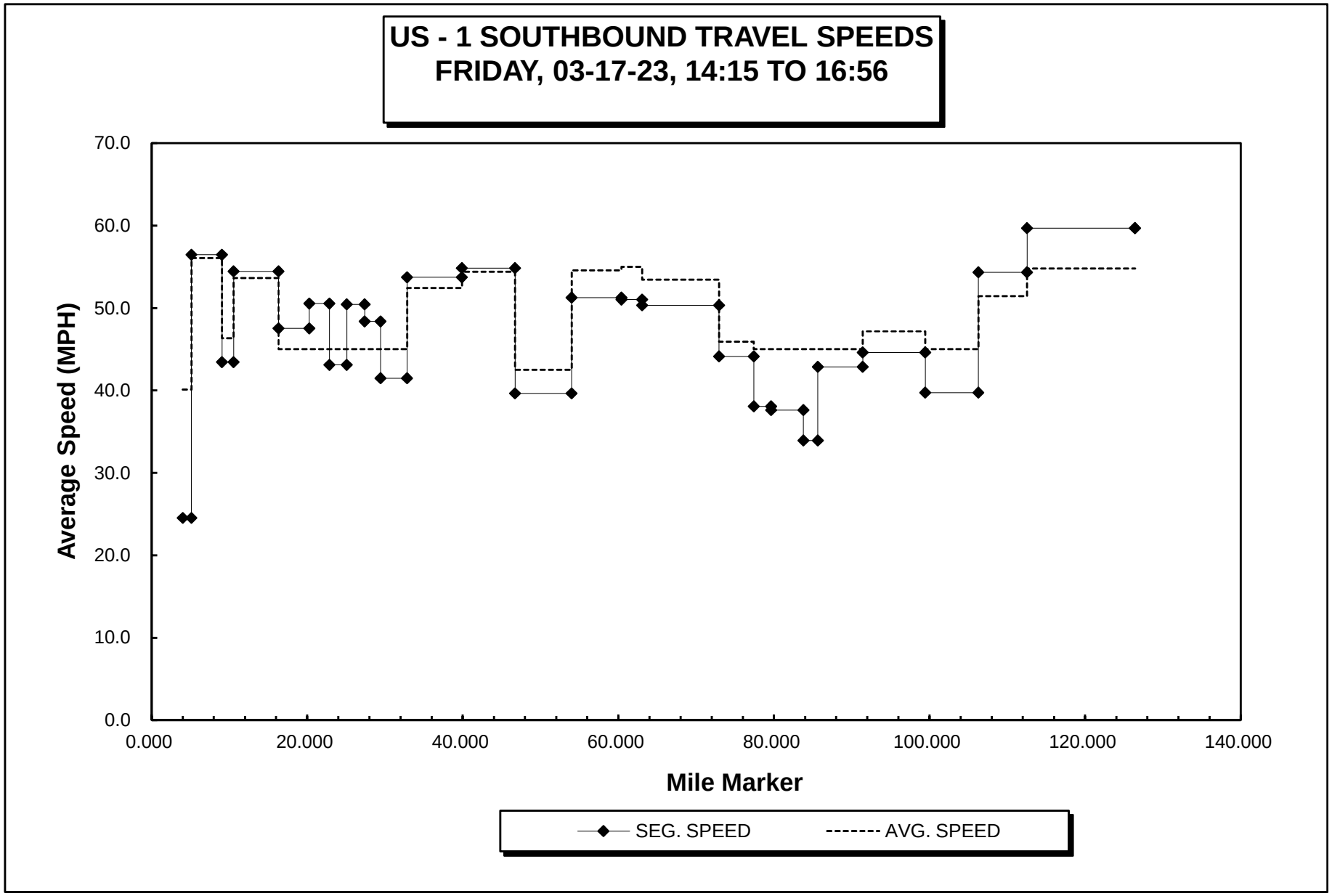
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
FRIDAY, 03-17-23, 10:30 TO 13:25
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY	
OBSERVERS:	OB		LT = Left Turn	CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn	SB = School Bus
DAY/DATE:	Friday, March 17, 2023	Delay ends @ 15 mph	TS = Traffic Signal	EV = Emergency Vehicle
START TIME @ C SOUND RD:	02:15:00 PM		DB = Drawbridge	AC = Accident
FINISH TIME @ COW KEY BR:	04:55:03 PM		CG = Congestion	SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:13:58	00:13:58		13.896	13.896		59.7				-5
C-905	24	00:20:51	00:06:53		20.129	6.233		54.3				3
Atlantic Blvd	23	00:31:11	00:10:20		26.971	6.842		39.7	10+	TS(3)	00:01:48	5
Ocean Blvd	22	00:42:00	00:10:49		35.014	8.043		44.6	10+	TS(2)	00:00:51	7
Snake Creek Br (N)	21	00:55:05	00:13:05	00:05:32	40.775	5.761	0.648	40.6	10+	TS(2),DB(2)	00:05:53	
Whale Harbor Br (S)	20	00:58:23	00:03:18		42.641	1.866		33.9	10+	CG	00:01:52	
Teatable Relf Br (N)	19	01:04:58	00:06:35		46.770	4.129		37.6	10+	CG	00:00:34	
Lignum V Br (S)	18	01:08:29	00:03:31		49.002	2.232		38.1	10+	CG	00:00:17	
Channel #2 Br (N)	17	01:14:35	00:06:06		53.489	4.487		44.1				
Long Key Br (S)	16	01:26:22	00:11:47		63.373	9.884		50.3				
Toms Harbor Ch Br (S)	15	01:29:28	00:03:06		66.010	2.637		51.0				
Coco Plum Dr	14	01:36:59	00:07:31		72.434	6.424		51.3				
7-Mile Br (N)	13	01:48:00	00:11:01		79.716	7.282		39.7	10+	TS	00:00:16	
7-Mile Br (S)	12	01:55:27	00:07:27		86.525	6.809		54.8				
Long Beach Dr	11	02:03:19	00:07:52		93.571	7.046		53.7				
N Pine Ch Br (N)	10	02:08:16	00:04:57		96.994	3.423		41.5	10+	TS	00:03:06	
Torch-Ramrod Br (S)	9	02:10:48	00:02:32		99.037	2.043		48.4				
E Shore Dr	8	02:13:32	00:02:44		101.336	2.299		50.5				
Spanish Main Dr	7	02:16:38	00:03:06		103.563	2.227		43.1				
Bow Channel Br (N)	6	02:19:41	00:03:03		106.133	2.570		50.6				
Harris Ch Br (N)	5	02:24:42	00:05:01		110.107	3.974		47.5				
Boca Chica Rd	4	02:31:04	00:06:22		115.885	5.778		54.5				
Rockland Dr	3	02:33:08	00:02:04		117.381	1.496		43.4				
Key Haven Blvd	2	02:37:17	00:04:09		121.288	3.907		56.5				
Cow Key Bridge (N)	1	02:40:03	00:02:46		122.419	1.131		24.5	10+	TS(2)	00:01:11	-3
OVERALL		--------	02:26:05	00:05:32	-------	108.523	0.648	46.1			00:15:48	12

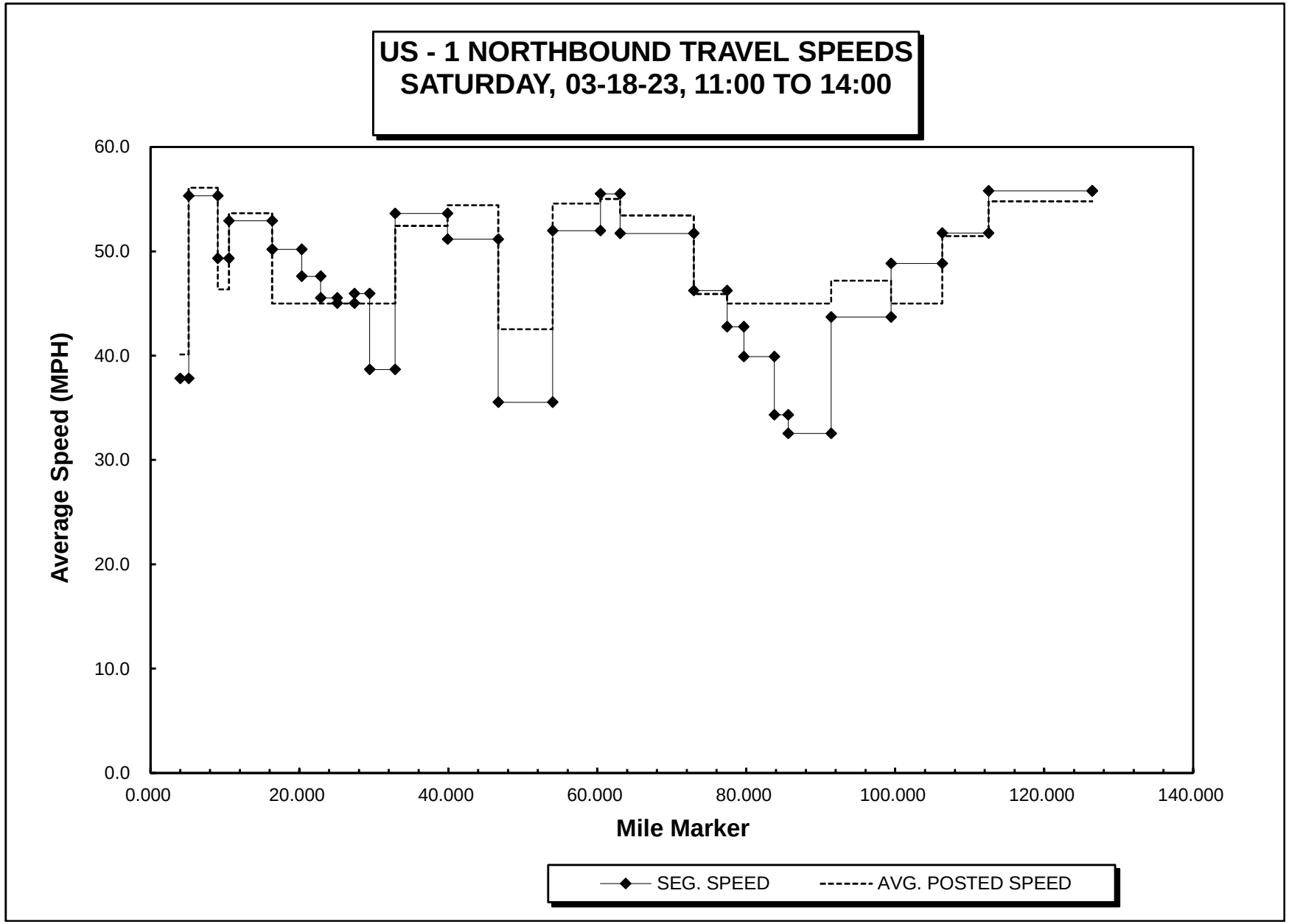
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
FRIDAY, 03-17-23, 14:15 TO 16:56
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Saturday, March 18, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ COW KEY BR:	11:00:00 AM		DB = Drawbridge / AC = Accident
FINISH TIME @ C SOUND RD:	01:59:50 PM		CG = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:01:47	00:01:47		1.124	1.124		37.8	2	TS	00:00:08	1
Rockland Dr	2	00:06:01	00:04:14		5.027	3.903		55.3				
Boca Chica Rd	3	00:07:51	00:01:50		6.534	1.507		49.3				
Harris Ch Br (N)	4	00:14:25	00:06:34		12.326	5.792		52.9				
Bow Channel Br (N)	5	00:19:10	00:04:45		16.299	3.973		50.2				
Spanish Main Dr	6	00:22:23	00:03:13		18.850	2.551		47.6				
E Shore Dr	7	00:25:18	00:02:55		21.063	2.213		45.5				
Torch-Ramrod Br (S)	8	00:28:23	00:03:05		23.376	2.313		45.0				
N Pine Ch Br (N)	9	00:31:04	00:02:41		25.431	2.055		46.0				
Long Beach Dr	10	00:36:22	00:05:18		28.847	3.416		38.7	10+	TS,CG	00:00:31	
7-Mile Br (S)	11	00:44:15	00:07:53		35.892	7.045		53.6				
7-Mile Br (N)	12	00:52:15	00:08:00		42.711	6.819		51.1				
Coco Plum Dr	13	01:04:32	00:12:17		49.985	7.274		35.5	10+	TS(2),LT	00:01:15	4
Toms Harbor Ch Br (S)	14	01:11:57	00:07:25		56.407	6.422		52.0				
Long Key Br (S)	15	01:14:49	00:02:52		59.059	2.652		55.5				
Channel #2 Br (N)	16	01:26:17	00:11:28		68.939	9.880		51.7				
Lignum V Br (S)	17	01:32:06	00:05:49		73.420	4.481		46.2				
Teatable Relf Br (N)	18	01:36:49	00:04:43	00:02:00	75.653	2.233	0.297	42.8	10+	CS	00:02:00	
Whale Harbor Br (S)	19	02:04:18	00:27:29	00:27:17	79.768	4.115	3.982	39.9	10+	CS	00:27:17	
Snake Creek Br (N)	20	02:07:33	00:03:15		81.627	1.859		34.3	10+	CG	00:01:01	
Ocean Blvd	21	02:18:10	00:10:37		87.383	5.756		32.5	10+	LT,CG,TS(2)	00:01:59	
Atlantic Blvd	22	02:29:14	00:11:04		95.443	8.060		43.7	10+	TS(2),LT	00:01:06	-2
C-905	23	02:37:39	00:08:25		102.292	6.849		48.8	10+	TS(2)	00:00:16	3
County Line sign	24	02:44:52	00:07:13		108.515	6.223		51.7				-1
Card Sound Rd	25	02:59:50	00:14:58		122.430	13.915		55.8				-1
OVERALL		--------	02:44:52	00:29:17	-------	108.515	4.279	46.1			00:35:33	5

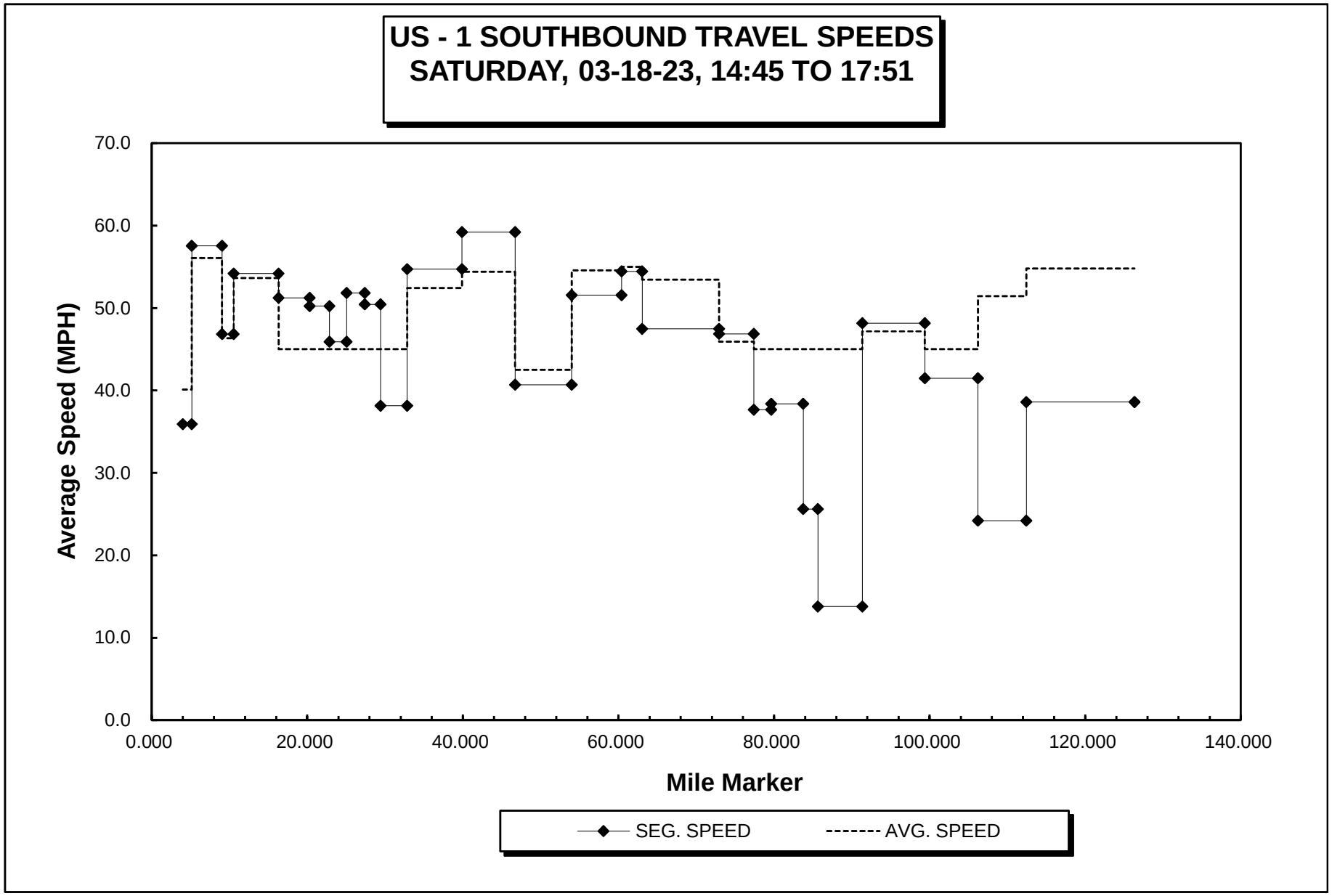
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
SATURDAY, 03-18-23, 11:00 TO 14:00
Average Speed (MPH)
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Saturday, March 18, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ C SOUND RD:	02:45:00 PM		DB = Drawbridge / AC = Accident
FINISH TIME @ COW KEY BR:	05:50:31 PM		CG = Congestion / SE = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25	00:21:36	00:21:36		13.892	13.892		38.6	10+	CG	00:09:49	
C-905	24	00:37:03	00:15:27		20.123	6.231		24.2	10+	CG(2)	00:13:44	
Atlantic Blvd	23	00:46:56	00:09:53		26.956	6.833		41.5	10+	TS(2)	00:00:55	2
Ocean Blvd	22	00:56:57	00:10:01		34.998	8.042		48.2				5
Snake Creek Br (N)	21	01:21:47	00:24:50		40.701	5.703		13.8	10+	TS,CG	00:22:00	1
Whale Harbor Br (S)	20	01:26:09	00:04:22		42.566	1.865		25.6	10+	CG(2)	00:02:55	
Teatable Relf Br (N)	19	01:32:36	00:06:27		46.692	4.126		38.4				
Lignum V Br (S)	18	01:36:10	00:03:34		48.930	2.238		37.6	10+	CG	00:00:51	
Channel #2 Br (N)	17	01:41:54	00:05:44		53.408	4.478		46.9	10+	CG	00:00:03	
Long Key Br (S)	16	01:54:23	00:12:29		63.283	9.875		47.5				
Toms Harbor Ch Br (S)	15	01:57:18	00:02:55		65.931	2.648		54.5				
Coco Plum Dr	14	02:04:46	00:07:28		72.348	6.417		51.6				
7-Mile Br (N)	13	02:15:30	00:10:44		79.629	7.281		40.7				
7-Mile Br (S)	12	02:22:24	00:06:54		86.440	6.811		59.2				
Long Beach Dr	11	02:30:08	00:07:44		93.493	7.053		54.7				
N Pine Ch Br (N)	10	02:35:31	00:05:23		96.916	3.423		38.2	5	CG,TS	00:01:27	
Torch-Ramrod Br (S)	9	02:37:57	00:02:26		98.962	2.046		50.4				
E Shore Dr	8	02:40:37	00:02:40		101.266	2.304		51.8				
Spanish Main Dr	7	02:43:31	00:02:54		103.485	2.219		45.9				
Bow Channel Br (N)	6	02:46:34	00:03:03		106.039	2.554		50.2				
Harris Ch Br (N)	5	02:51:14	00:04:40		110.025	3.986		51.2				
Boca Chica Rd	4	02:57:37	00:06:23		115.790	5.765		54.2				
Rockland Dr	3	02:59:33	00:01:56		117.299	1.509		46.8				
Key Haven Blvd	2	03:03:37	00:04:04		121.200	3.901		57.6				
Cow Key Bridge (N)	1	03:05:31	00:01:54		122.337	1.137		35.9	7	TS	00:00:05	-1
OVERALL		--------	02:43:55	00:00:00	-------	108.445	0.000	39.7			00:42:00	7

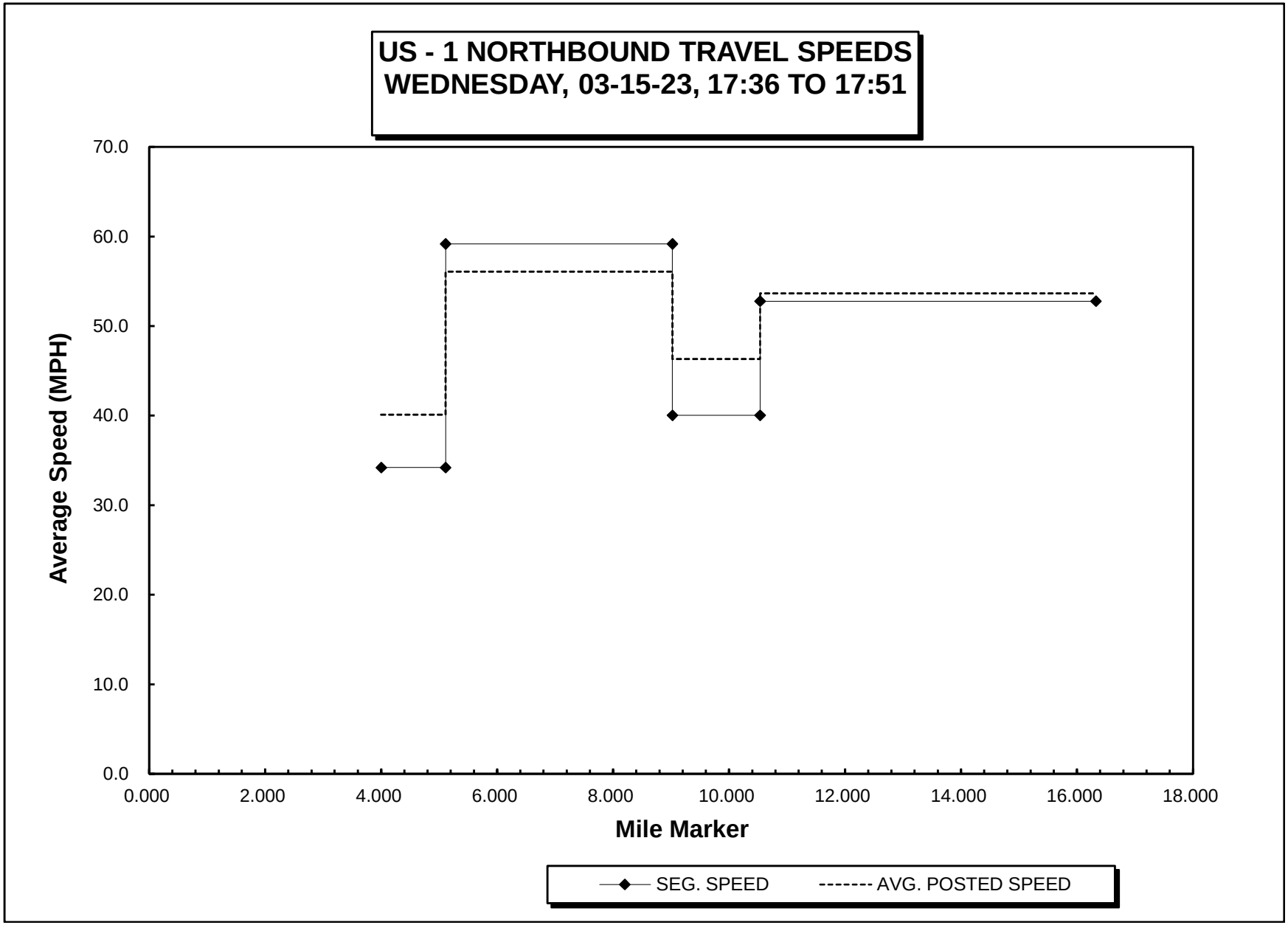
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
SATURDAY, 03-18-23, 14:45 TO 17:51
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
20.000
40.000
60.000
80.000
100.000
120.000
140.000
Mile Marker
SEG. SPEED
AVG. SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn SB = School Bus
DAY/DATE:	Wednesday, March 15, 2023	Delay ends @ 15 mph	TS = Traffic Signal EV = Emergency Vehicle
START TIME @ COW KEY BR:	05:35:20 PM		DB = Drawbridge AC = Accident
FINISH TIME @ C SOUND RD:	05:50:06 PM Supplemental Run 1		CG = Congestion * = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:01:57	00:01:57		1.112	1.112		34.2				
Rockland Dr	2	00:05:55	00:03:58		5.025	3.913		59.2				
Boca Chica Rd	3	00:08:11	00:02:16		6.537	1.512		40.0				
Harris Ch Br (N)	4	00:14:46	00:06:35		12.327	5.790		52.8				
Bow Channel Br (N)	5											
Spanish Main Dr	6											
E Shore Dr	7											
Torch-Ramrod Br (S)	8											
N Pine Ch Br (N)	9											
Long Beach Dr	10											
7-Mile Br (S)	11											
7-Mile Br (N)	12											
Coco Plum Dr	13											
Toms Harbor Ch Br (S)	14											
Long Key Br (S)	15											
Channel #2 Br (N)	16											
Lignum V Br (S)	17											
Teatable Relf Br (N)	18											
Whale Harbor Br (S)	19											
Snake Creek Br (N)	20											
Ocean Blvd	21											
Atlantic Blvd	22											
C-905	23											
County Line sign	24											
Card Sound Rd	25											
OVERALL		--------	00:14:46	00:00:00	-------	12.327	0.000	50.1			00:00:00	0

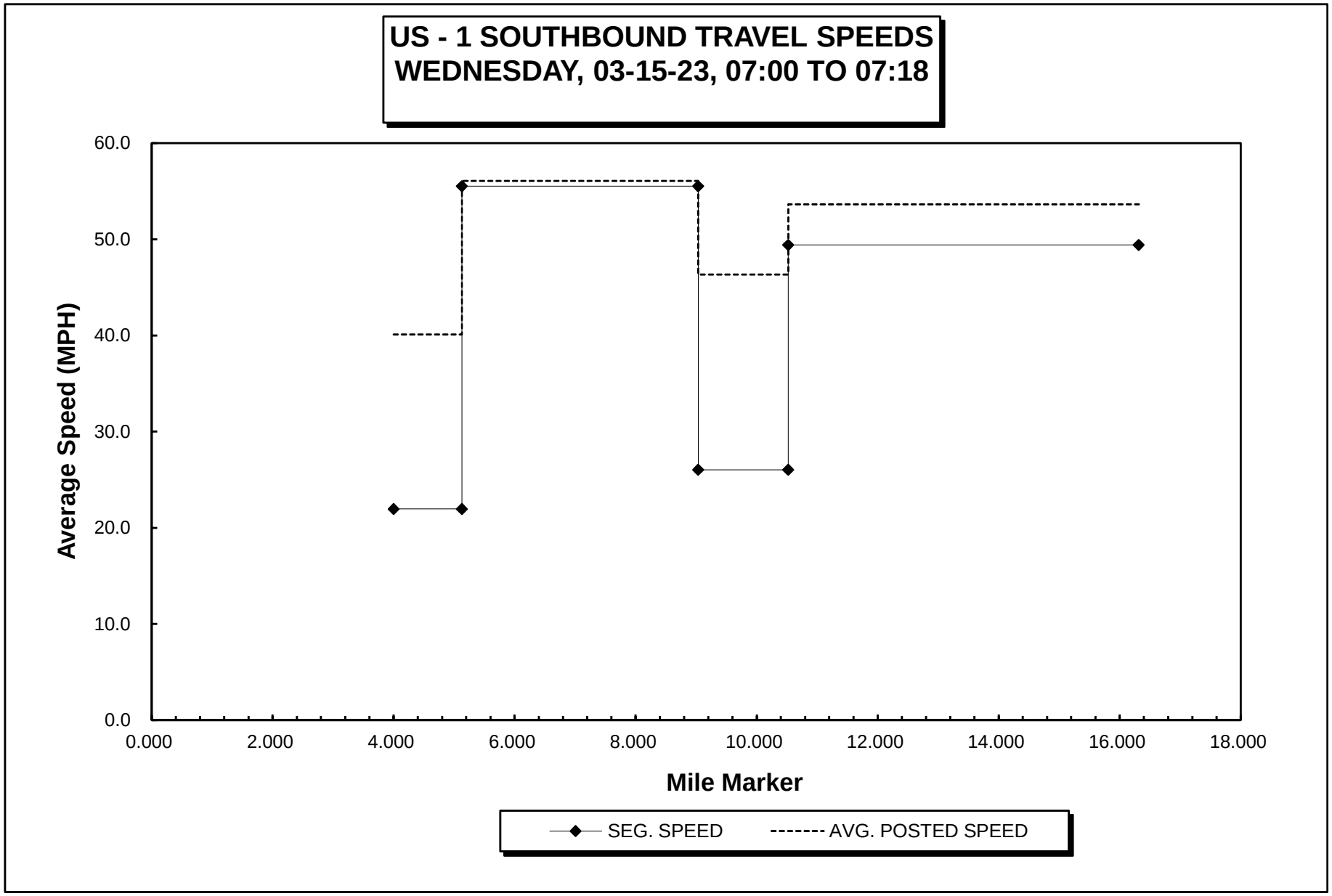
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
WEDNESDAY, 03-15-23, 17:36 TO 17:51
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
2.000
4.000
6.000
8.000
10.000
12.000
14.000
16.000
18.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Cloudy	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Wednesday, March 15, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ C SOUND RD:	07:00:00 AM		DB = Drawbridge / AC = Accident
FINISH TIME @ COW KEY BR:	07:17:46 AM Supplemental Run 1		CG = Congestion / * = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25											
C-905	24											
Atlantic Blvd	23											
Ocean Blvd	22											
Snake Creek Br (N)	21											
Whale Harbor Br (S)	20											
Teatable Relf Br (N)	19											
Lignum V Br (S)	18											
Channel #2 Br (N)	17											
Long Key Br (S)	16											
Toms Harbor Ch Br (S)	15											
Coco Plum Dr	14											
7-Mile Br (N)	13											
7-Mile Br (S)	12											
Long Beach Dr	11											
N Pine Ch Br (N)	10											
Torch-Ramrod Br (S)	9											
E Shore Dr	8											
Spanish Main Dr	7											
Bow Channel Br (N)	6											
Harris Ch Br (N)	5	00:00:00	00:00:00		110.120	0.000		0.0				
Boca Chica Rd	4	00:07:02	00:07:02		115.913	5.793		49.4	5	CG	00:00:11	
Rockland Dr	3	00:10:28	00:03:26		117.403	1.490		26.0	8	CG	00:02:11	
Key Haven Blvd	2	00:14:41	00:04:13		121.306	3.903		55.5				
Cow Key Bridge (N)	1	00:17:46	00:03:05		122.435	1.129		22.0	10+	TS	00:01:56	
OVERALL		--------	00:17:46	00:00:00	-------	12.315	0.000	41.6			00:04:18	0

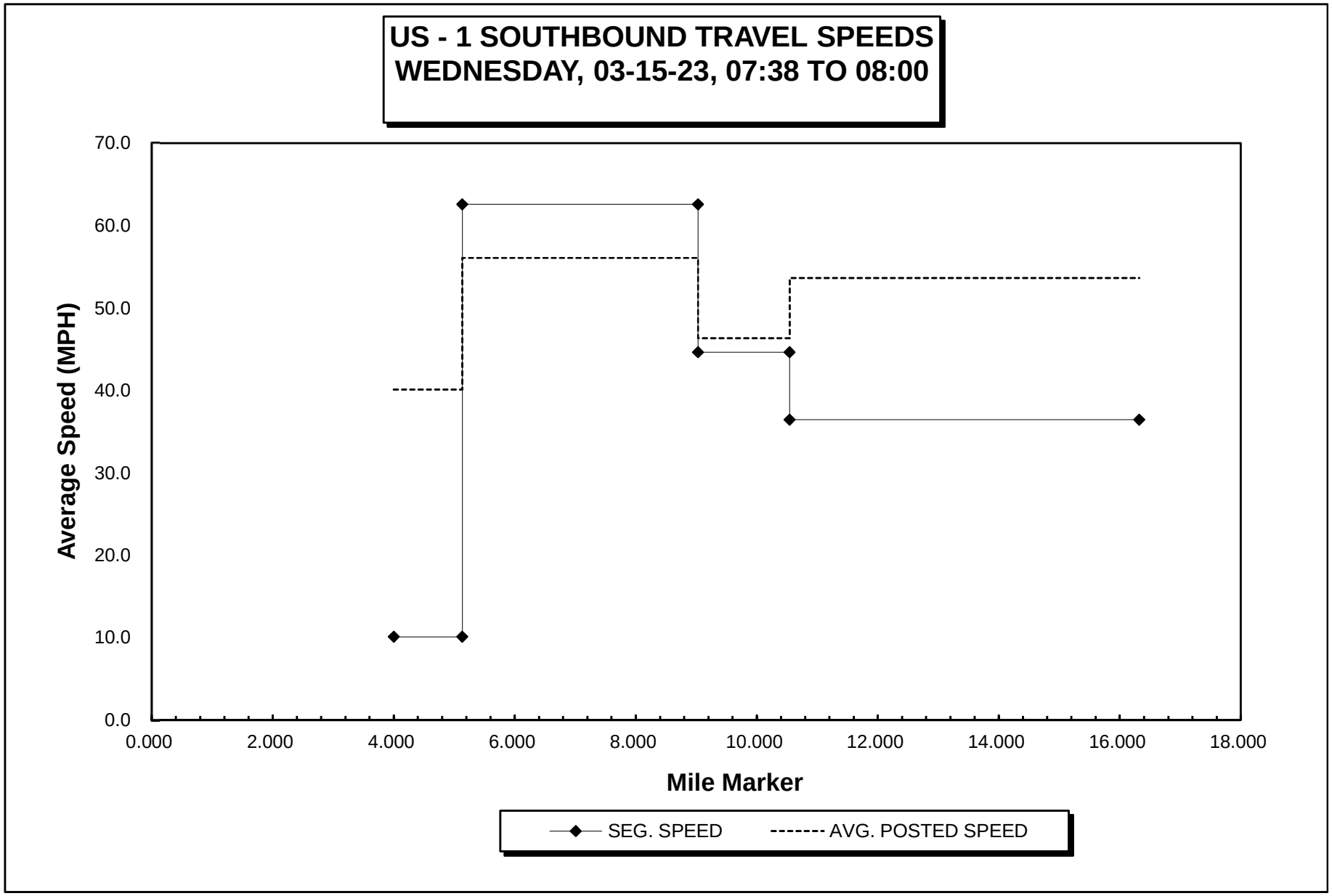
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
WEDNESDAY, 03-15-23, 07:00 TO 07:18
Average Speed (MPH)
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
2.000
4.000
6.000
8.000
10.000
12.000
14.000
16.000
18.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Cloudy/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Wednesday, March 15, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ C SOUND RD:	07:37:42 AM		DB = Drawbridge / AC = Accident
FINISH TIME @ COW KEY BR:	07:59:43 AM Supplemental Run 2		CG = Congestion / * = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25											
C-905	24											
Atlantic Blvd	23											
Ocean Blvd	22											
Snake Creek Br (N)	21											
Whale Harbor Br (S)	20											
Teatable Relf Br (N)	19											
Lignum V Br (S)	18											
Channel #2 Br (N)	17											
Long Key Br (S)	16											
Toms Harbor Ch Br (S)	15											
Coco Plum Dr	14											
7-Mile Br (N)	13											
7-Mile Br (S)	12											
Long Beach Dr	11											
N Pine Ch Br (N)	10											
Torch-Ramrod Br (S)	9											
E Shore Dr	8											
Spanish Main Dr	7											
Bow Channel Br (N)	6											
Harris Ch Br (N)	5	00:00:00	00:00:00		110.120	0.000		0.0				
Boca Chica Rd	4	00:09:31	00:09:31		115.902	5.782		36.5	10+	CG(2)	00:02:46	
Rockland Dr	3	00:11:33	00:02:02		117.415	1.513		44.6	10+	CG	00:00:43	
Key Haven Blvd	2	00:15:17	00:03:44		121.309	3.894		62.6				
Cow Key Bridge (N)	1	00:22:01	00:06:44		122.443	1.134		10.1	10+	CG	00:06:35	
OVERALL		--------	00:22:01	00:00:00	-------	12.323	0.000	33.6			00:10:04	0

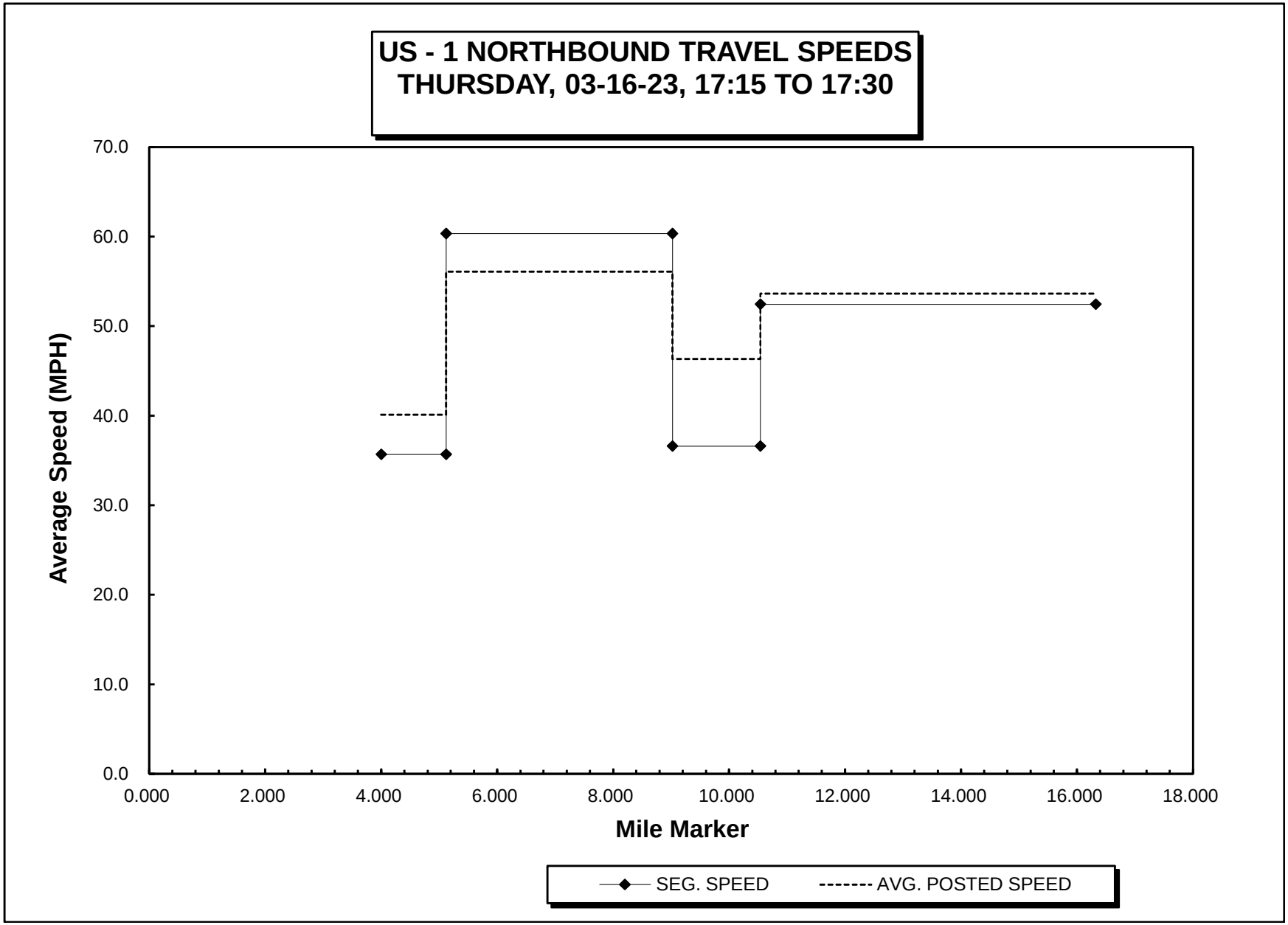
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
WEDNESDAY, 03-15-23, 07:38 TO 08:00
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
2.000
4.000
6.000
8.000
10.000
12.000
14.000
16.000
18.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY	
OBSERVERS:	OB		LT = Left Turn	CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn	SB = School Bus
DAY/DATE:	Thursday, March 16, 2023	Delay ends @ 15 mph	TS = Traffic Signal	EV = Emergency Vehicle
START TIME @ COW KEY BR:	05:15:00 PM		DB = Drawbridge	AC = Accident
FINISH TIME @ C SOUND RD:	05:29:52 PM Supplemental Run 1		CG = Congestion	* = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:01:53	00:01:53		1.120	1.120		35.7				
Rockland Dr	2	00:05:46	00:03:53		5.025	3.905		60.3				
Boca Chica Rd	3	00:08:15	00:02:29		6.540	1.515		36.6	10+	CG	00:01:28	
Harris Ch Br (N)	4	00:14:52	00:06:37		12.324	5.784		52.4				
Bow Channel Br (N)	5											
Spanish Main Dr	6											
E Shore Dr	7											
Torch-Ramrod Br (S)	8											
N Pine Ch Br (N)	9											
Long Beach Dr	10											
7-Mile Br (S)	11											
7-Mile Br (N)	12											
Coco Plum Dr	13											
Toms Harbor Ch Br (S)	14											
Long Key Br (S)	15											
Channel #2 Br (N)	16											
Lignum V Br (S)	17											
Teatable Relf Br (N)	18											
Whale Harbor Br (S)	19											
Snake Creek Br (N)	20											
Ocean Blvd	21											
Atlantic Blvd	22											
C-905	23											
County Line sign	24											
Card Sound Rd	25											
OVERALL		--------	00:14:52	00:00:00	-------	12.324	0.000	49.7			00:01:28	0

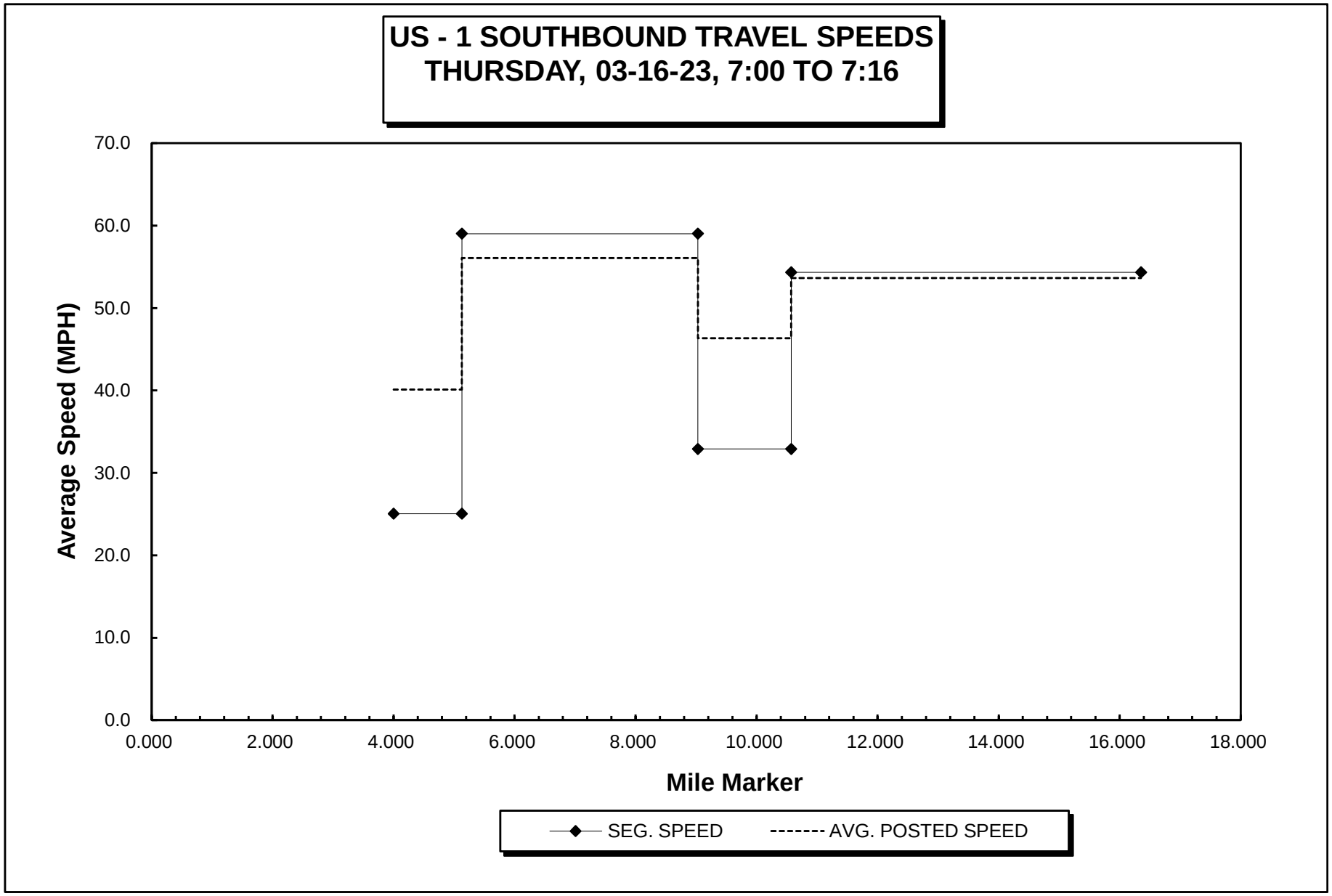
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
THURSDAY, 03-16-23, 17:15 TO 17:30
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
2.000
4.000
6.000
8.000
10.000
12.000
14.000
16.000
18.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY	
OBSERVERS:	OB		LT = Left Turn	CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn	SB = School Bus
DAY/DATE:	Thursday, March 16, 2023	Delay ends @ 15 mph	TS = Traffic Signal	EV = Emergency Vehicle
START TIME @ C SOUND RD:	07:00:00 AM		DB = Drawbridge	AC = Accident
FINISH TIME @ COW KEY BR:	07:15:52 PM Supplemental Run 1		CG = Congestion	* = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25											
C-905	24											
Atlantic Blvd	23											
Ocean Blvd	22											
Snake Creek Br (N)	21											
Whale Harbor Br (S)	20											
Teatable Relf Br (N)	19											
Lignum V Br (S)	18											
Channel #2 Br (N)	17											
Long Key Br (S)	16											
Toms Harbor Ch Br (S)	15											
Coco Plum Dr	14											
7-Mile Br (N)	13											
7-Mile Br (S)	12											
Long Beach Dr	11											
N Pine Ch Br (N)	10											
Torch-Ramrod Br (S)	9											
E Shore Dr	8											
Spanish Main Dr	7											
Bow Channel Br (N)	6											
Harris Ch Br (N)	5	00:00:00	00:00:00		110.120	0.000		0.0				
Boca Chica Rd	4	00:06:23	00:06:23		115.900	5.780		54.3				
Rockland Dr	3	00:09:12	00:02:49		117.444	1.544		32.9	10+	CG	00:01:05	
Key Haven Blvd	2	00:13:10	00:03:58		121.346	3.902		59.0				
Cow Key Bridge (N)	1	00:15:52	00:02:42		122.473	1.127		25.0	10+	TS	00:01:01	
OVERALL		--------	00:15:52	00:00:00	-------	12.353	0.000	46.7			00:02:06	0

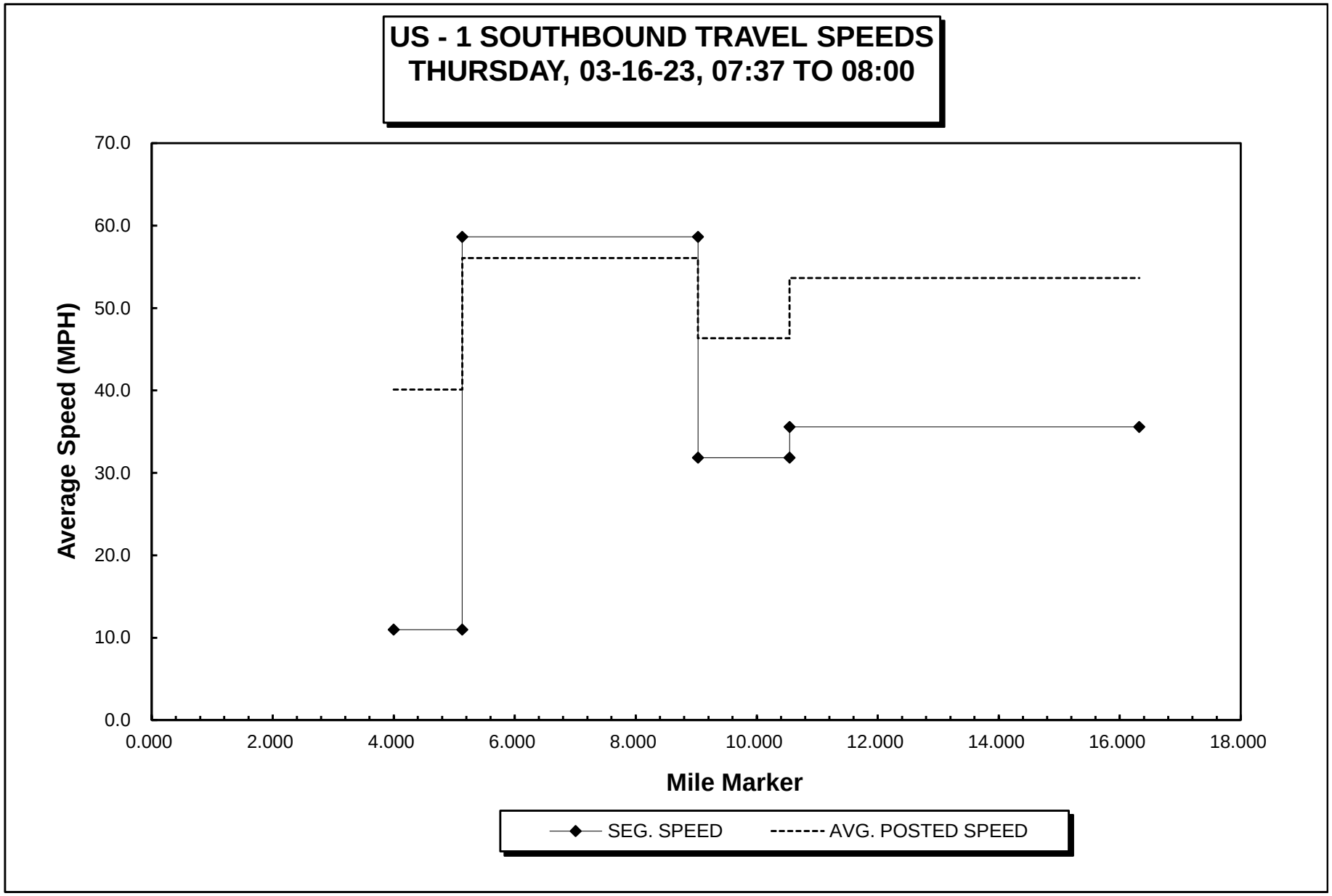
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
THURSDAY, 03-16-23, 7:00 TO 7:16
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
2.000
4.000
6.000
8.000
10.000
12.000
14.000
16.000
18.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY	
OBSERVERS:	OB		LT = Left Turn	CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn	SB = School Bus
DAY/DATE:	Thursday, March 16, 2023	Delay ends @ 15 mph	TS = Traffic Signal	EV = Emergency Vehicle
START TIME @ C SOUND RD:	07:37:00 AM		DB = Drawbridge	AC = Accident
FINISH TIME @ COW KEY BR:	07:59:47 AM Supplemental Run 2		CG = Congestion	* = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25											
C-905	24											
Atlantic Blvd	23											
Ocean Blvd	22											
Snake Creek Br (N)	21											
Whale Harbor Br (S)	20											
Teatable Relf Br (N)	19											
Lignum V Br (S)	18											
Channel #2 Br (N)	17											
Long Key Br (S)	16											
Toms Harbor Ch Br (S)	15											
Coco Plum Dr	14											
7-Mile Br (N)	13											
7-Mile Br (S)	12											
Long Beach Dr	11											
N Pine Ch Br (N)	10											
Torch-Ramrod Br (S)	9											
E Shore Dr	8											
Spanish Main Dr	7											
Bow Channel Br (N)	6											
Harris Ch Br (N)	5	00:00:00	00:00:00		110.120	0.000		0.0				
Boca Chica Rd	4	00:09:45	00:09:45		115.902	5.782		35.6	10+	CG(2)	00:04:02	
Rockland Dr	3	00:12:36	00:02:51		117.415	1.513		31.9	10+	CG(2)	00:01:45	
Key Haven Blvd	2	00:16:35	00:03:59		121.309	3.894		58.7				
Cow Key Bridge (N)	1	00:22:47	00:06:12		122.443	1.134		11.0	10+	CG,TS	00:05:28	
OVERALL		--------	00:22:47	00:00:00	-------	12.323	0.000	32.5			00:11:15	0

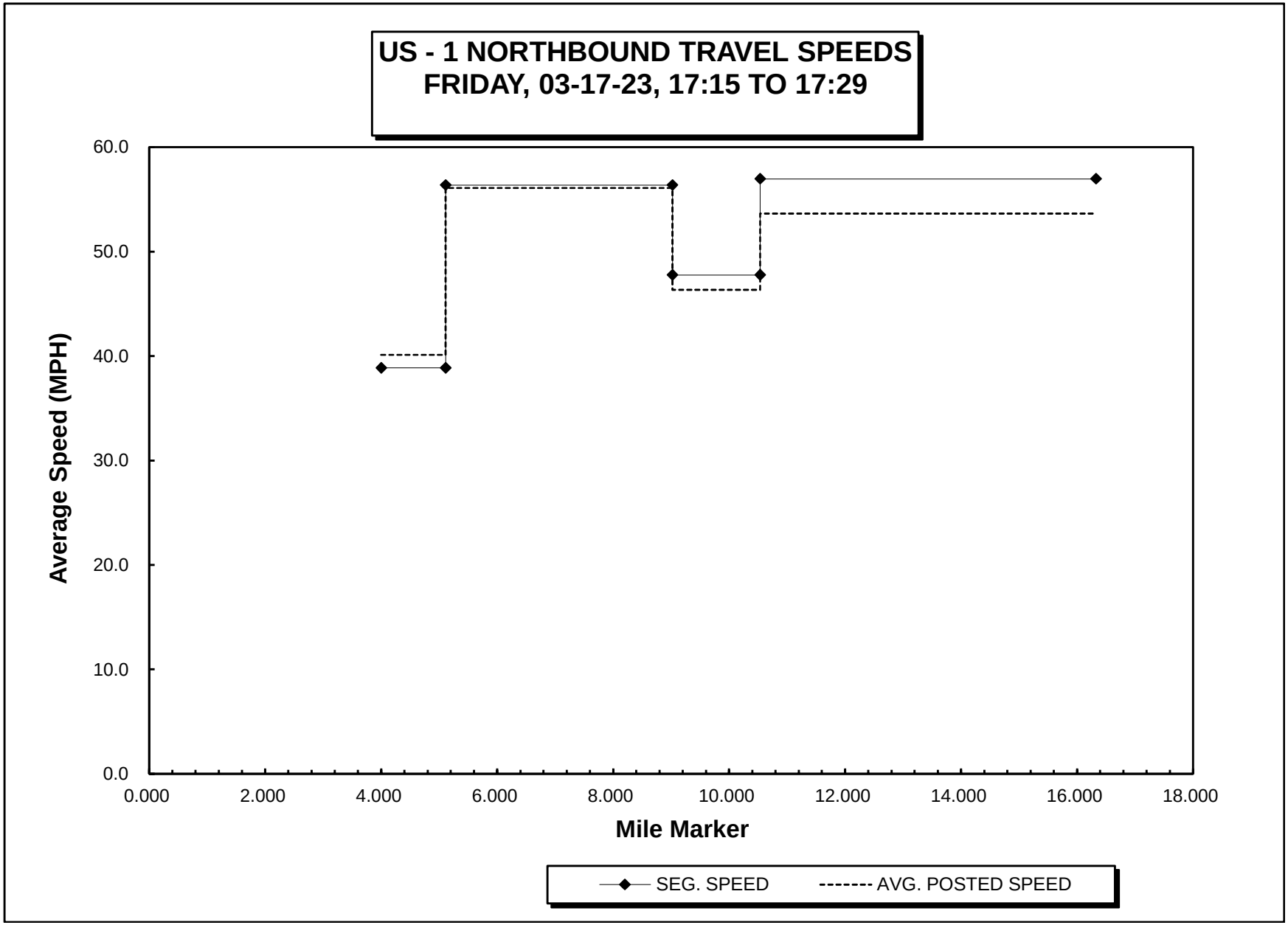
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
THURSDAY, 03-16-23, 07:37 TO 08:00
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
2.000
4.000
6.000
8.000
10.000
12.000
14.000
16.000
18.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Northbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn SB = School Bus
DAY/DATE:	Friday, March 17, 2023	Delay ends @ 15 mph	TS = Traffic Signal EV = Emergency Vehicle
START TIME @ COW KEY BR:	05:15:00 PM		DB = Drawbridge AC = Accident
FINISH TIME @ C SOUND RD:	05:28:53 PM Supplemental Run 1		CG = Congestion * = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Cow Key Bridge (N)	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
Key Haven Blvd	1	00:01:43	00:01:43		1.112	1.112		38.9	10+	CG	00:00:30	
Rockland Dr	2	00:05:53	00:04:10		5.025	3.913		56.3				
Boca Chica Rd	3	00:07:47	00:01:54		6.537	1.512		47.7				
Harris Ch Br (N)	4	00:13:53	00:06:06		12.327	5.790		57.0				
Bow Channel Br (N)	5											
Spanish Main Dr	6											
E Shore Dr	7											
Torch-Ramrod Br (S)	8											
N Pine Ch Br (N)	9											
Long Beach Dr	10											
7-Mile Br (S)	11											
7-Mile Br (N)	12											
Coco Plum Dr	13											
Toms Harbor Ch Br (S)	14											
Long Key Br (S)	15											
Channel #2 Br (N)	16											
Lignum V Br (S)	17											
Teatable Relf Br (N)	18											
Whale Harbor Br (S)	19											
Snake Creek Br (N)	20											
Ocean Blvd	21											
Atlantic Blvd	22											
C-905	23											
County Line sign	24											
Card Sound Rd	25											
OVERALL		--------	00:13:53	00:00:00	-------	12.327	0.000	53.3			00:00:30	0

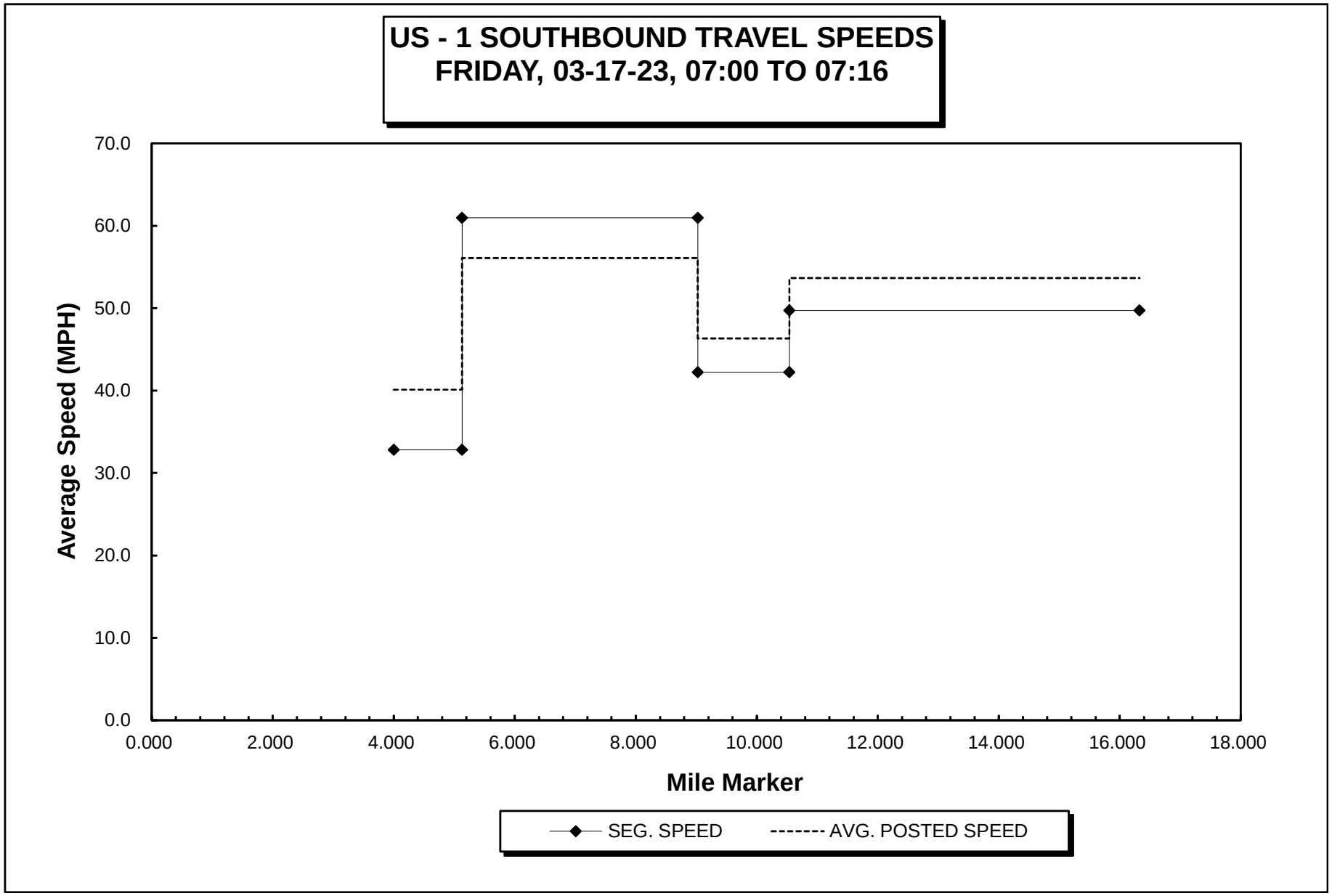
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 NORTHBOUND TRAVEL SPEEDS
FRIDAY, 03-17-23, 17:15 TO 17:29
Average Speed (MPH)
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
2.000
4.000
6.000
8.000
10.000
12.000
14.000
16.000
18.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Friday, March 17, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ C SOUND RD:	07:00:00 AM		DB = Drawbridge / AC = Accident
FINISH TIME @ COW KEY BR:	07:15:02 AM Supplemental Run 1		CG = Congestion / * = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25											
C-905	24											
Atlantic Blvd	23											
Ocean Blvd	22											
Snake Creek Br (N)	21											
Whale Harbor Br (S)	20											
Teatable Relf Br (N)	19											
Lignum V Br (S)	18											
Channel #2 Br (N)	17											
Long Key Br (S)	16											
Toms Harbor Ch Br (S)	15											
Coco Plum Dr	14											
7-Mile Br (N)	13											
7-Mile Br (S)	12											
Long Beach Dr	11											
N Pine Ch Br (N)	10											
Torch-Ramrod Br (S)	9											
E Shore Dr	8											
Spanish Main Dr	7											
Bow Channel Br (N)	6											
Harris Ch Br (N)	5	00:00:00	00:00:00		110.120	0.000		0.0				
Boca Chica Rd	4	00:06:59	00:06:59		115.907	5.787		49.7				
Rockland Dr	3	00:09:08	00:02:09		117.420	1.513		42.2				
Key Haven Blvd	2	00:12:58	00:03:50		121.315	3.895		61.0				
Cow Key Bridge (N)	1	00:15:02	00:02:04		122.445	1.130		32.8	10+	TS	00:00:25	
OVERALL		--------	00:15:02	00:00:00	-------	12.325	0.000	49.2			00:00:25	0

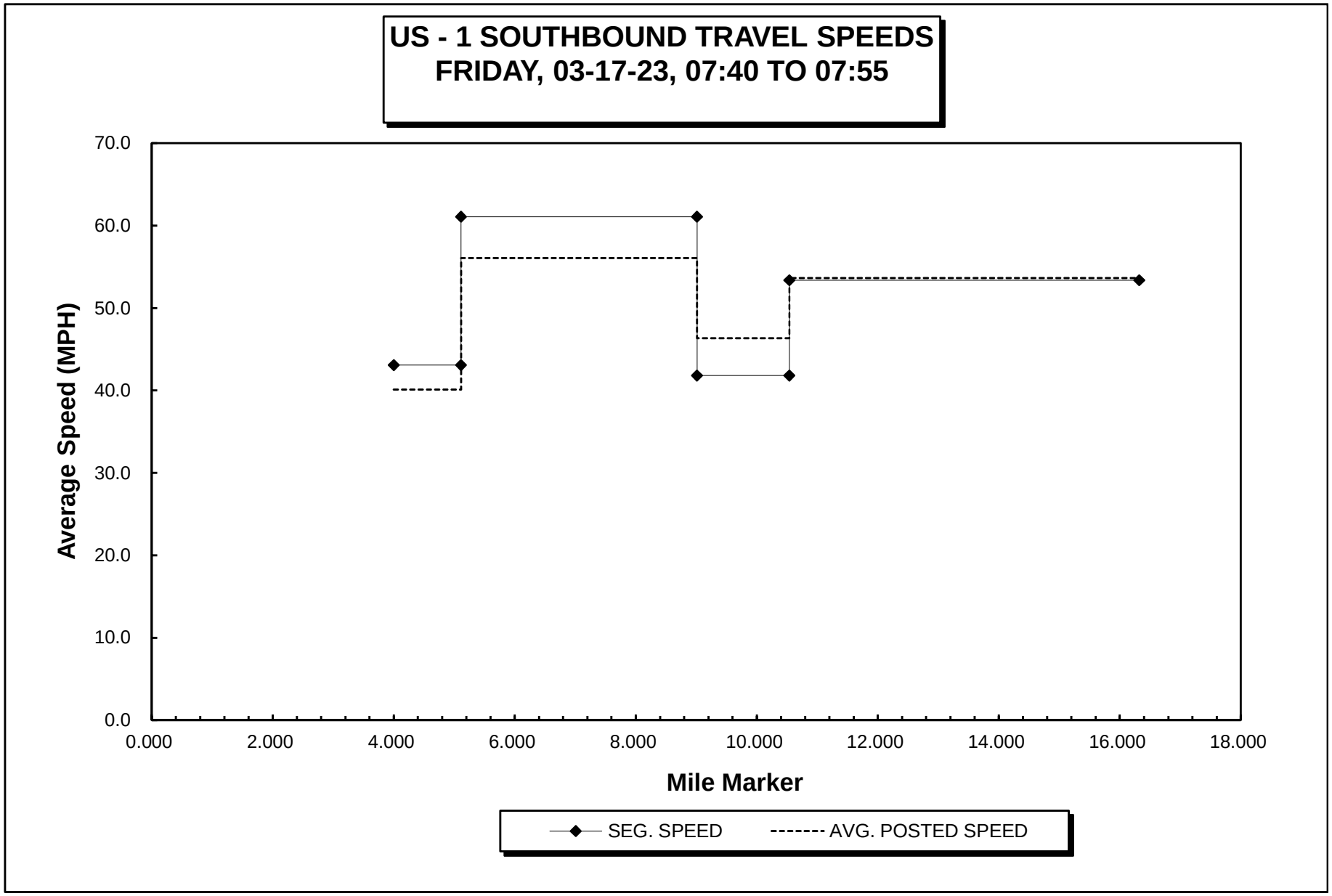
Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
FRIDAY, 03-17-23, 07:00 TO 07:16
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
2.000
4.000
6.000
8.000
10.000
12.000
14.000
16.000
18.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

ROAD/DIRECTION:	US-1, Southbound	DEFINITION OF DELAY	TYPES OF DELAY
OBSERVERS:	OB		LT = Left Turn / CS = Construction
WEATHER/CONDITIONS:	Clear/Sunny	Delay begins @ 5 mph	RT = Right Turn / SB = School Bus
DAY/DATE:	Friday, March 17, 2023	Delay ends @ 15 mph	TS = Traffic Signal / EV = Emergency Vehicle
START TIME @ C SOUND RD:	07:40:00 AM		DB = Drawbridge / AC = Accident
FINISH TIME @ COW KEY BR:	07:54:04 AM Supplemental Run 2		CG = Congestion / * = Special Event

Control Point	End Segment #	Cumulative Time	Segment Time	Excluded Time	Cumulative Distance	Segment Distance	Excluded Distance	Segment Travel Speed	Platoon Size	Delay Type	Segment Delay	Passing Score
Card Sound Rd	Begin	00:00:00	00:00:00	--------	0.000	0.000	-----	----	-	--	--------	-
County Line sign	25											
C-905	24											
Atlantic Blvd	23											
Ocean Blvd	22											
Snake Creek Br (N)	21											
Whale Harbor Br (S)	20											
Teatable Relf Br (N)	19											
Lignum V Br (S)	18											
Channel #2 Br (N)	17											
Long Key Br (S)	16											
Toms Harbor Ch Br (S)	15											
Coco Plum Dr	14											
7-Mile Br (N)	13											
7-Mile Br (S)	12											
Long Beach Dr	11											
N Pine Ch Br (N)	10											
Torch-Ramrod Br (S)	9											
E Shore Dr	8											
Spanish Main Dr	7											
Bow Channel Br (N)	6											
Harris Ch Br (N)	5	00:00:00	00:00:00		110.117	0.000		0.0				
Boca Chica Rd	4	00:06:30	00:06:30		115.900	5.783		53.4				
Rockland Dr	3	00:08:41	00:02:11		117.422	1.522		41.8				
Key Haven Blvd	2	00:12:31	00:03:50		121.324	3.902		61.1				
Cow Key Bridge (N)	1	00:14:04	00:01:33		122.437	1.113		43.1				
OVERALL		--------	00:14:04	00:00:00	-------	12.320	0.000	52.5			00:00:00	0

Note: Segment 25 (Dade County) is excluded from the "OVERALL" measurements.


US - 1 SOUTHBOUND TRAVEL SPEEDS
FRIDAY, 03-17-23, 07:40 TO 07:55
Average Speed (MPH)
70.0
60.0
50.0
40.0
30.0
20.0
10.0
0.0
0.000
2.000
4.000
6.000
8.000
10.000
12.000
14.000
16.000
18.000
Mile Marker
SEG. SPEED
AVG. POSTED SPEED

APPENDIX C

2023 Traffic Volume Summary

APPENDIX

C

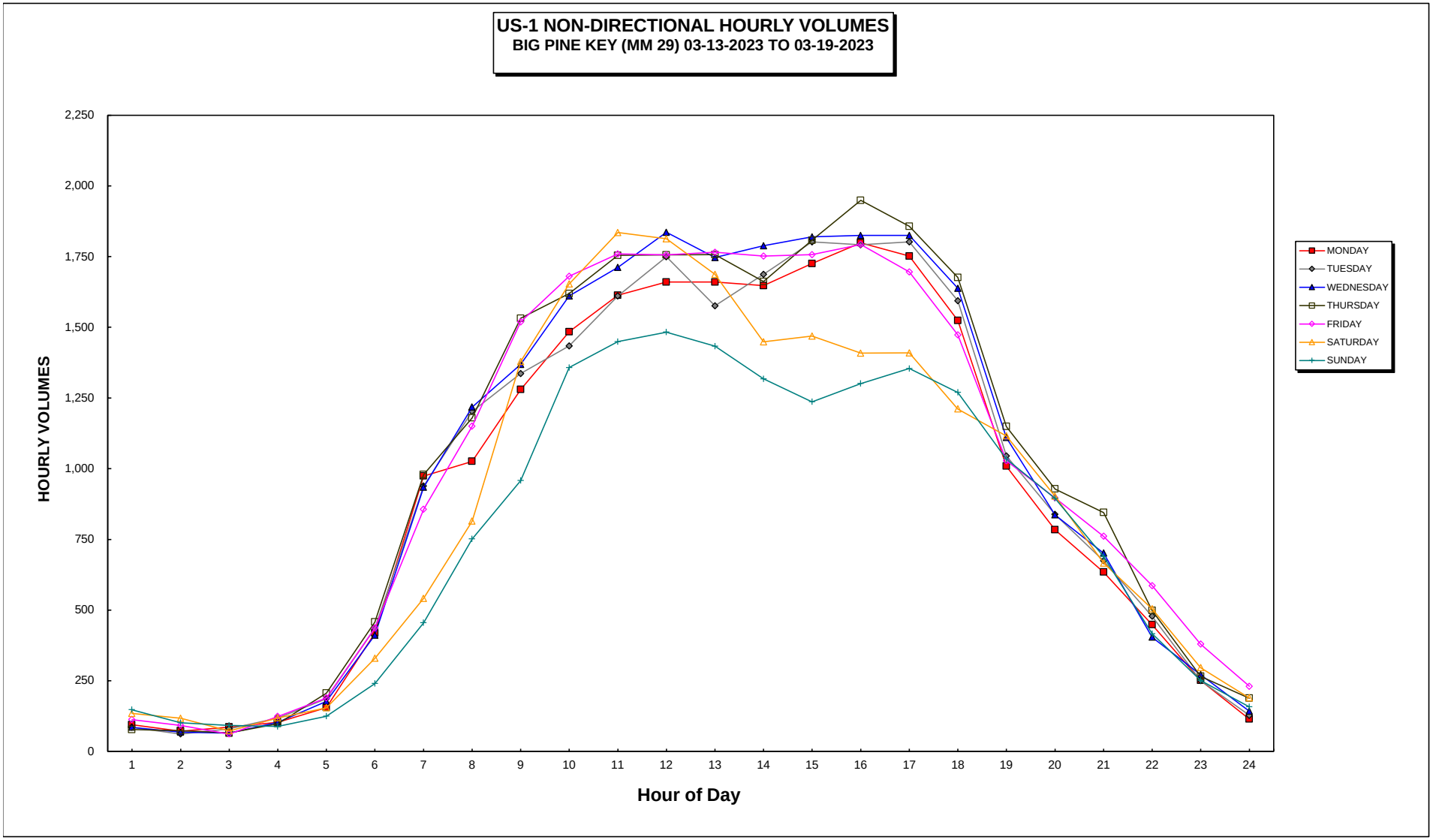
AECOM

2023 TRAFFIC VOLUME SUMMARY
BIG PINE KEY (MM 29): NORTH PINE CHANNEL BRIDGE

Hour Ending	Monday 03/13/2023			Tuesday 03/14/2023			Wednesday 03/15/2023			Thursday 03/16/2023			Friday 03/17/2023			Saturday 03/18/2023			Sunday 03/19/2023		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
1 AM	32	62	94	36	49	85	25	60	85	37	40	77	61	51	112	64	70	134	79	68	147
2 AM	29	42	71	27	34	61	24	44	68	26	47	73	48	44	92	61	56	117	56	45	101
3 AM	32	54	86	39	41	80	33	31	64	27	38	65	24	37	61	43	29	72	62	30	92
4 AM	66	37	103	60	58	118	60	43	103	63	35	98	77	46	123	77	41	118	47	41	88
5 AM	76	79	155	105	81	186	103	74	177	107	99	206	113	76	189	94	60	154	77	47	124
6 AM	244	174	418	243	192	435	237	174	411	275	182	457	279	157	436	236	93	329	164	76	240
7 AM	494	480	974	467	471	938	445	489	934	480	499	979	485	371	856	384	157	541	315	140	455
8 AM	505	521	1,026	601	602	1,203	620	598	1,218	618	562	1,180	661	489	1,150	568	246	814	518	233	751
9 AM	673	607	1,280	724	612	1,336	732	636	1,368	786	746	1,532	904	615	1,519	911	468	1,379	610	348	958
10 AM	808	676	1,484	728	706	1,434	886	725	1,611	886	733	1,619	1034	646	1,680	1017	636	1,653	808	549	1,357
11 AM	859	754	1,613	800	811	1,611	901	811	1,712	943	811	1,754	900	859	1,759	1020	815	1,835	812	637	1,449
12 NOON	763	897	1,660	852	897	1,749	839	997	1,836	809	947	1,756	874	882	1,756	860	953	1,813	737	746	1,483
1 PM	681	979	1,660	716	860	1,576	803	944	1,747	793	964	1,757	802	963	1,765	731	956	1,687	608	825	1,433
2 PM	751	896	1,647	774	913	1,687	795	993	1,788	835	827	1,662	845	907	1,752	636	812	1,448	613	704	1,317
3 PM	827	898	1,725	868	934	1,802	868	952	1,820	884	924	1,808	852	905	1,757	661	808	1,469	564	673	1,237
4 PM	878	921	1,799	862	930	1,792	885	940	1,825	974	975	1,949	860	933	1,793	629	779	1,408	547	754	1,301
5 PM	831	921	1,752	834	968	1,802	882	943	1,825	930	927	1,857	911	785	1,696	717	692	1,409	587	767	1,354
6 PM	748	776	1,524	839	755	1,594	864	774	1,638	867	809	1,676	839	634	1,473	629	582	1,211	559	711	1,270
7 PM	480	529	1,009	498	547	1,045	573	537	1,110	625	524	1,149	518	510	1,028	527	589	1,116	426	608	1,034
8 PM	403	381	784	466	372	838	498	338	836	540	388	928	466	431	897	469	434	903	433	462	895
9 PM	363	271	634	368	306	674	402	299	701	533	312	845	437	324	761	396	270	666	371	318	689
10 PM	247	201	448	283	195	478	256	148	404	295	203	498	331	255	586	324	180	504	203	213	416
11 PM	110	141	251	107	143	250	139	132	271	132	133	265	214	165	379	172	124	296	122	129	251
12 MID-NIGHT	46	68	114	61	66	127	67	75	142	87	101	188	119	111	230	88	101	189	62	95	157
Daily Total	10,946	11,365	22,311	11,358	11,543	22,901	11,937	11,757	23,694	12,552	11,826	24,378	12,654	11,196	23,850	11,314	9,951	21,265	9,380	9,219	18,599
AADT*	9,556	9,922	19,478	9,916	10,077	19,993	10,421	10,264	20,685	10,958	10,324	21,282	11,047	9,774	20,821	9,877	8,687	18,564	8,189	8,048	16,237

* AADT = Raw Count*Seasonal Factor*Axle Factor

5-Day ADT	23,427
7-Day ADT	22,428
2021 Seasonal Factor	0.90
2021 Axle Factor	0.97
5-Day AADT	20,452
7-Day AADT	19,580

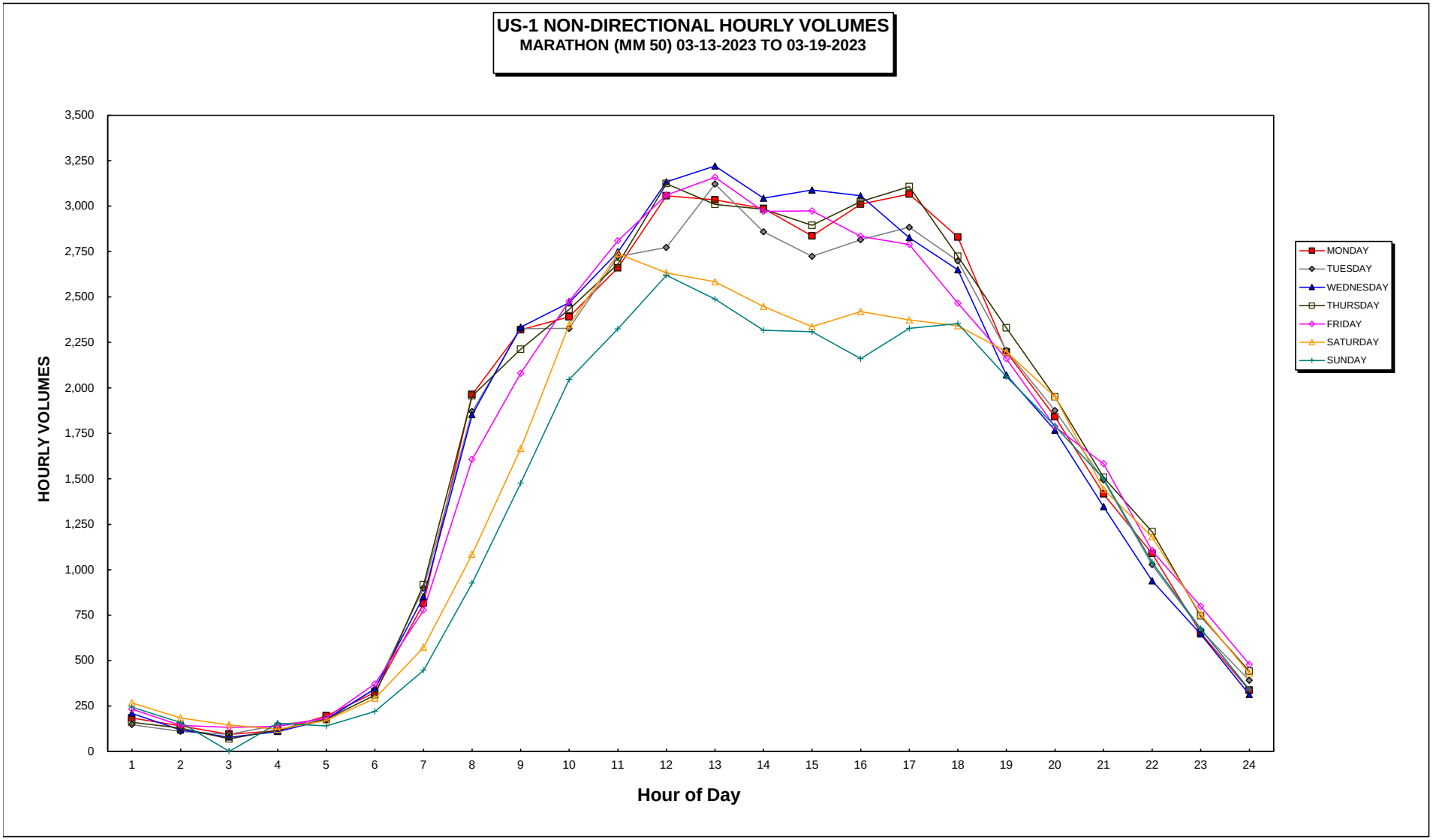

US-1 NON-DIRECTIONAL HOURLY VOLUMES
BIG PINE KEY (MM 29) 03-13-2023 TO 03-19-2023
HOURLY VOLUMES
2,250
2,000
1,750
1,500
1,250
1,000
750
500
250
0
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
Hour of Day
MONDAY
TUESDAY
WEDNESDAY
THURSDAY
FRIDAY
SATURDAY
SUNDAY

2023 TRAFFIC VOLUME SUMMARY
MARATHON (MM 50): NORTH OF SOMBRERO BEACH ROAD

Hour Ending	Monday 03/13/2023			Tuesday 03/14/2023			Wednesday 03/15/2023			Thursday 03/16/2023			Friday 03/17/2023			Saturday 03/18/2023			Sunday 03/19/2023		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
1 AM	78	105	183	88	59	147	100	109	209	86	74	160	118	114	232	149	118	267	134	109	243
2 AM	53	87	140	55	55	110	58	59	117	68	60	128	69	74	143	101	83	184	79	79	158
3 AM	34	60	94	33	60	93	38	40	78	23	45	68	68	64	132	67	78	145	0	0	0
4 AM	59	54	113	62	83	145	42	66	108	41	77	118	72	66	138	54	67	121	83	72	155
5 AM	81	115	196	82	96	178	77	99	176	69	108	177	76	107	183	87	83	170	80	60	140
6 AM	133	191	324	154	189	343	152	192	344	141	168	309	172	199	371	168	123	291	105	115	220
7 AM	331	483	814	363	535	898	338	514	852	374	543	917	354	422	776	321	251	572	212	234	446
8 AM	837	1126	1,963	833	1037	1,870	785	1067	1,852	842	1114	1,956	747	860	1,607	552	532	1,084	436	490	926
9 AM	1120	1199	2,319	1103	1223	2,326	1157	1176	2,333	1095	1117	2,212	1033	1047	2,080	836	830	1,666	707	769	1,476
10 AM	1163	1228	2,391	1135	1192	2,327	1282	1187	2,469	1216	1215	2,431	1271	1205	2,476	1197	1150	2,347	1030	1015	2,045
11 AM	1290	1370	2,660	1372	1350	2,722	1401	1347	2,748	1272	1409	2,681	1408	1401	2,809	1369	1370	2,739	1127	1197	2,324
12 NOON	1442	1615	3,057	1335	1438	2,773	1509	1625	3,134	1529	1595	3,124	1550	1511	3,061	1323	1310	2,633	1202	1418	2,620
1 PM	1461	1573	3,034	1494	1628	3,122	1545	1676	3,221	1418	1591	3,009	1534	1625	3,159	1282	1302	2,584	1203	1285	2,488
2 PM	1450	1537	2,987	1374	1485	2,859	1475	1569	3,044	1465	1518	2,983	1443	1528	2,971	1177	1270	2,447	1176	1140	2,316
3 PM	1383	1453	2,836	1287	1437	2,724	1525	1564	3,089	1453	1441	2,894	1550	1424	2,974	1111	1225	2,336	1154	1154	2,308
4 PM	1481	1529	3,010	1383	1432	2,815	1510	1547	3,057	1476	1549	3,025	1372	1462	2,834	1253	1167	2,420	1032	1128	2,160
5 PM	1499	1567	3,066	1474	1409	2,883	1444	1382	2,826	1568	1539	3,107	1462	1327	2,789	1132	1241	2,373	1220	1107	2,327
6 PM	1417	1412	2,829	1365	1333	2,698	1319	1331	2,650	1441	1283	2,724	1249	1217	2,466	1064	1278	2,342	1233	1121	2,354
7 PM	1228	969	2,197	1149	1056	2,205	1157	914	2,071	1259	1071	2,330	1160	1000	2,160	1045	1154	2,199	1044	1017	2,061
8 PM	1024	816	1,840	1124	751	1,875	1082	684	1,766	1108	842	1,950	991	795	1,786	1091	861	1,952	986	804	1,790
9 PM	816	600	1,416	929	564	1,493	814	532	1,346	949	558	1,507	917	666	1,583	909	534	1,443	874	625	1,499
10 PM	693	395	1,088	647	380	1,027	582	356	938	784	424	1,208	640	464	1,104	740	441	1,181	651	389	1,040
11 PM	418	234	652	430	237	667	378	267	645	454	290	744	459	339	798	434	319	753	421	255	676
12 MID-NIGHT	186	150	336	217	173	390	172	140	312	245	195	440	256	222	478	249	181	430	184	156	340
Daily Total	19,677	19,868	39,545	19,488	19,202	38,690	19,942	19,443	39,385	20,376	19,826	40,202	19,971	19,139	39,110	17,711	16,968	34,679	16,373	15,739	32,112
AADT*	17,178	17,345	34,523	17,013	16,763	33,776	17,409	16,974	34,383	17,788	17,308	35,096	17,435	16,708	34,143	15,462	14,813	30,275	14,294	13,740	28,034

* AADT = Raw Count*Seasonal Factor*Axle Factor

5-Day ADT	39,386
7-Day ADT	37,675
2021 Seasonal Factor	0.90
2021 Axle Factor	0.97
5-Day AADT	34,384
7-Day AADT	32,890

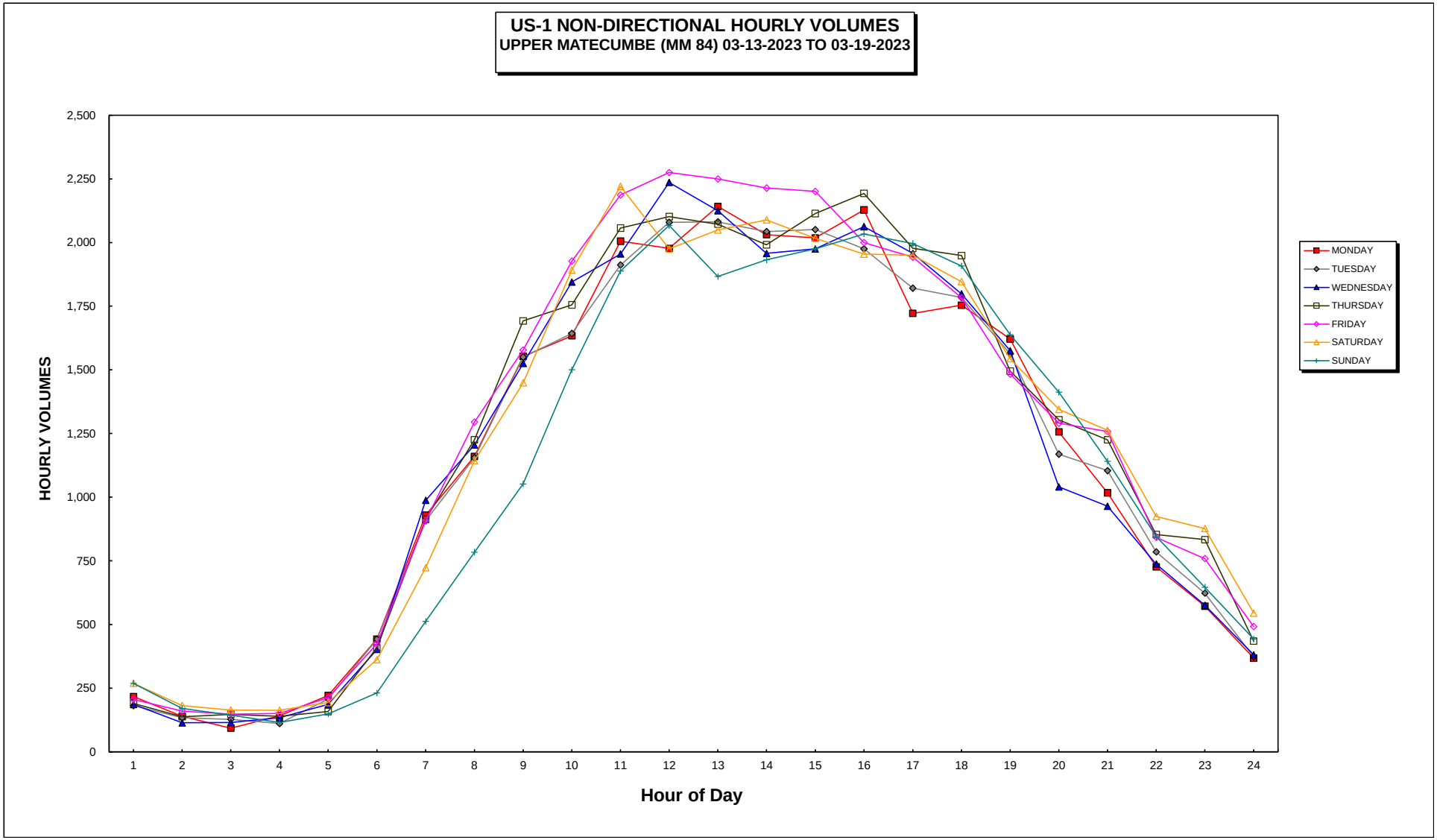

US-1 NON-DIRECTIONAL HOURLY VOLUMES
MARATHON (MM 50) 03-13-2023 TO 03-19-2023
HOURLY VOLUMES
3,500
3,250
3,000
2,750
2,500
2,250
2,000
1,750
1,500
1,250
1,000
750
500
250
0
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
Hour of Day
MONDAY
TUESDAY
WEDNESDAY
THURSDAY
FRIDAY
SATURDAY
SUNDAY

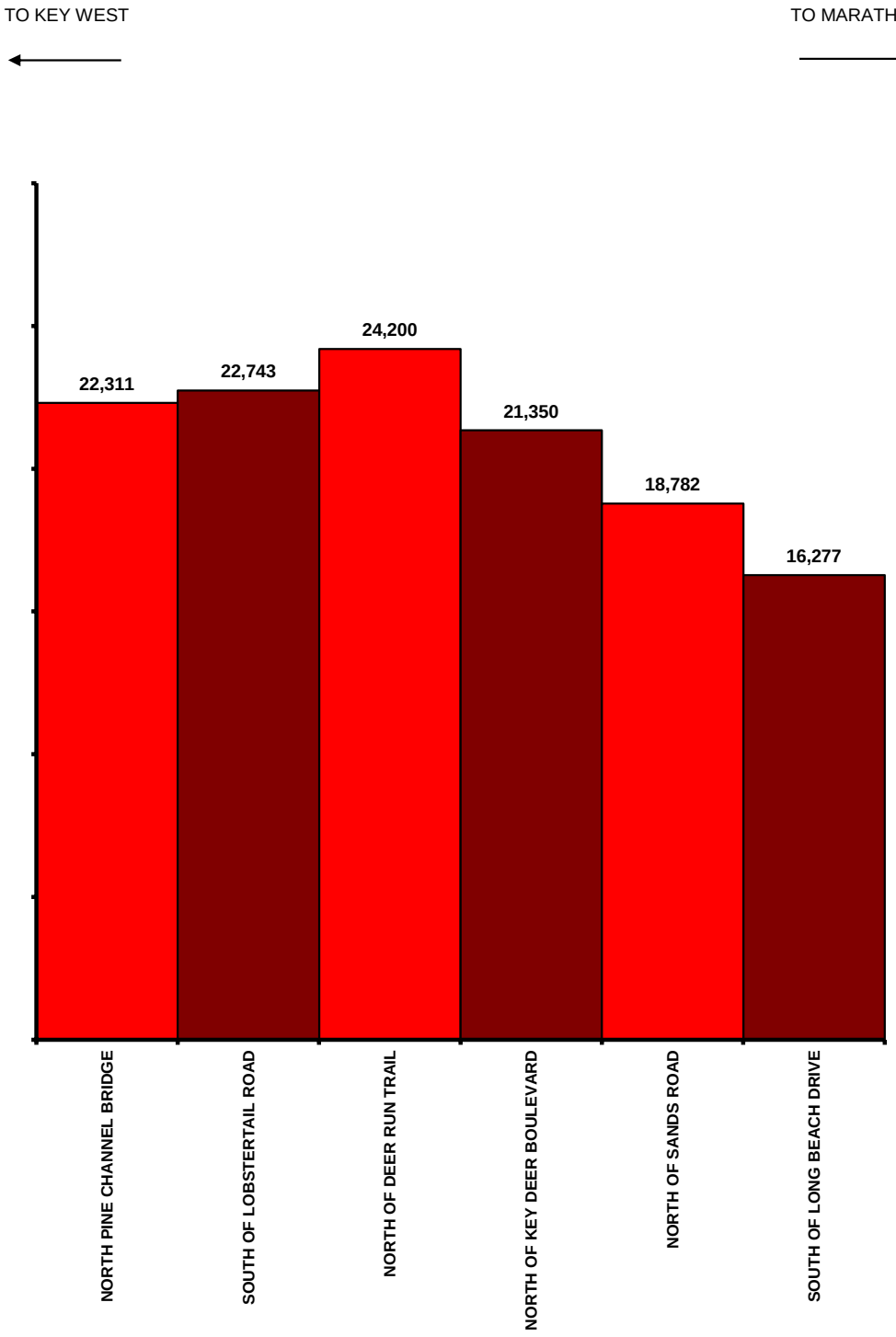
2023 TRAFFIC VOLUME SUMMARY
UPPER MATECUMBE (MM 84): WHALE HARBOR CHANNEL BRIDGE

Hour Ending	Monday 03/13/2023			Tuesday 03/14/2023			Wednesday 03/15/2023			Thursday 03/16/2023			Friday 03/17/2023			Saturday 03/18/2023			Sunday 03/19/2023		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
1 AM	118	99	217	106	75	181	119	67	186	100	90	190	118	88	206	153	116	269	176	93	269
2 AM	50	89	139	76	58	134	54	60	114	72	66	138	86	74	160	96	86	182	80	90	170
3 AM	37	56	93	47	81	128	60	55	115	73	74	147	78	70	148	68	96	164	70	74	144
4 AM	56	86	142	37	74	111	57	77	134	39	100	139	64	87	151	87	76	163	71	44	115
5 AM	77	144	221	77	130	207	65	121	186	66	92	158	97	115	212	97	97	194	72	77	149
6 AM	123	320	443	124	318	442	106	296	402	112	297	409	139	285	424	144	218	362	87	144	231
7 AM	205	724	929	218	689	907	229	758	987	212	701	913	236	672	908	260	463	723	165	347	512
8 AM	409	751	1,160	396	759	1,155	462	743	1,205	425	801	1,226	445	850	1,295	495	649	1,144	300	484	784
9 AM	594	959	1,553	566	984	1,550	594	931	1,525	615	1077	1,692	635	943	1,578	627	822	1,449	436	616	1,052
10 AM	661	973	1,634	745	898	1,643	860	985	1,845	756	999	1,755	885	1042	1,927	900	992	1,892	625	875	1,500
11 AM	923	1082	2,005	924	988	1,912	945	1010	1,955	934	1123	2,057	1075	1112	2,187	1120	1101	2,221	832	1056	1,888
12 NOON	877	1100	1,977	961	1118	2,079	1159	1077	2,236	1058	1044	2,102	1128	1147	2,275	1024	951	1,975	1027	1040	2,067
1 PM	1038	1104	2,142	955	1126	2,081	1123	1002	2,125	1033	1039	2,072	1116	1133	2,249	1028	1021	2,049	978	888	1,866
2 PM	956	1075	2,031	955	1088	2,043	1057	900	1,957	959	1032	1,991	1063	1151	2,214	1070	1019	2,089	970	962	1,932
3 PM	913	1105	2,018	965	1086	2,051	1062	913	1,975	978	1136	2,114	1082	1119	2,201	978	1039	2,017	935	1040	1,975
4 PM	1013	1115	2,128	956	1019	1,975	984	1078	2,062	1094	1099	2,193	1062	938	2,000	895	1059	1,954	906	1128	2,034
5 PM	933	789	1,722	1008	813	1,821	926	1031	1,957	1068	909	1,977	1112	830	1,942	845	1105	1,950	988	1008	1,996
6 PM	990	764	1,754	1026	758	1,784	1030	768	1,798	1098	851	1,949	1005	778	1,783	843	1003	1,846	926	982	1,908
7 PM	1000	621	1,621	1003	560	1,563	1038	537	1,575	869	626	1,495	809	674	1,483	845	699	1,544	976	662	1,638
8 PM	734	522	1,256	728	441	1,169	652	388	1,040	799	505	1,304	708	582	1,290	786	559	1,345	888	524	1,412
9 PM	647	370	1,017	713	391	1,104	607	357	964	804	421	1,225	767	491	1,258	847	415	1,262	762	379	1,141
10 PM	442	284	726	495	290	785	451	286	737	614	239	853	521	321	842	654	270	924	579	266	845
11 PM	407	165	572	407	216	623	375	201	576	567	266	833	491	268	759	650	227	877	454	192	646
12 MID-NIGHT	257	111	368	255	118	373	239	142	381	276	159	435	322	170	492	376	169	545	297	146	443
Daily Total	13,460	14,408	27,868	13,743	14,078	27,821	14,254	13,783	28,037	14,621	14,746	29,367	15,044	14,940	29,984	14,888	14,252	29,140	13,600	13,117	26,717
AADT*	11,751	12,578	24,329	11,998	12,290	24,288	12,444	12,033	24,476	12,764	12,873	25,637	13,133	13,043	26,176	12,997	12,442	25,439	11,873	11,451	23,324

* AADT = Raw Count*Seasonal Factor*Axle Factor

5-Day ADT	28,615
7-Day ADT	28,419
2021 Seasonal Factor	0.90
2021 Axle Factor	0.97
5-Day AADT	24,981
7-Day AADT	24,810

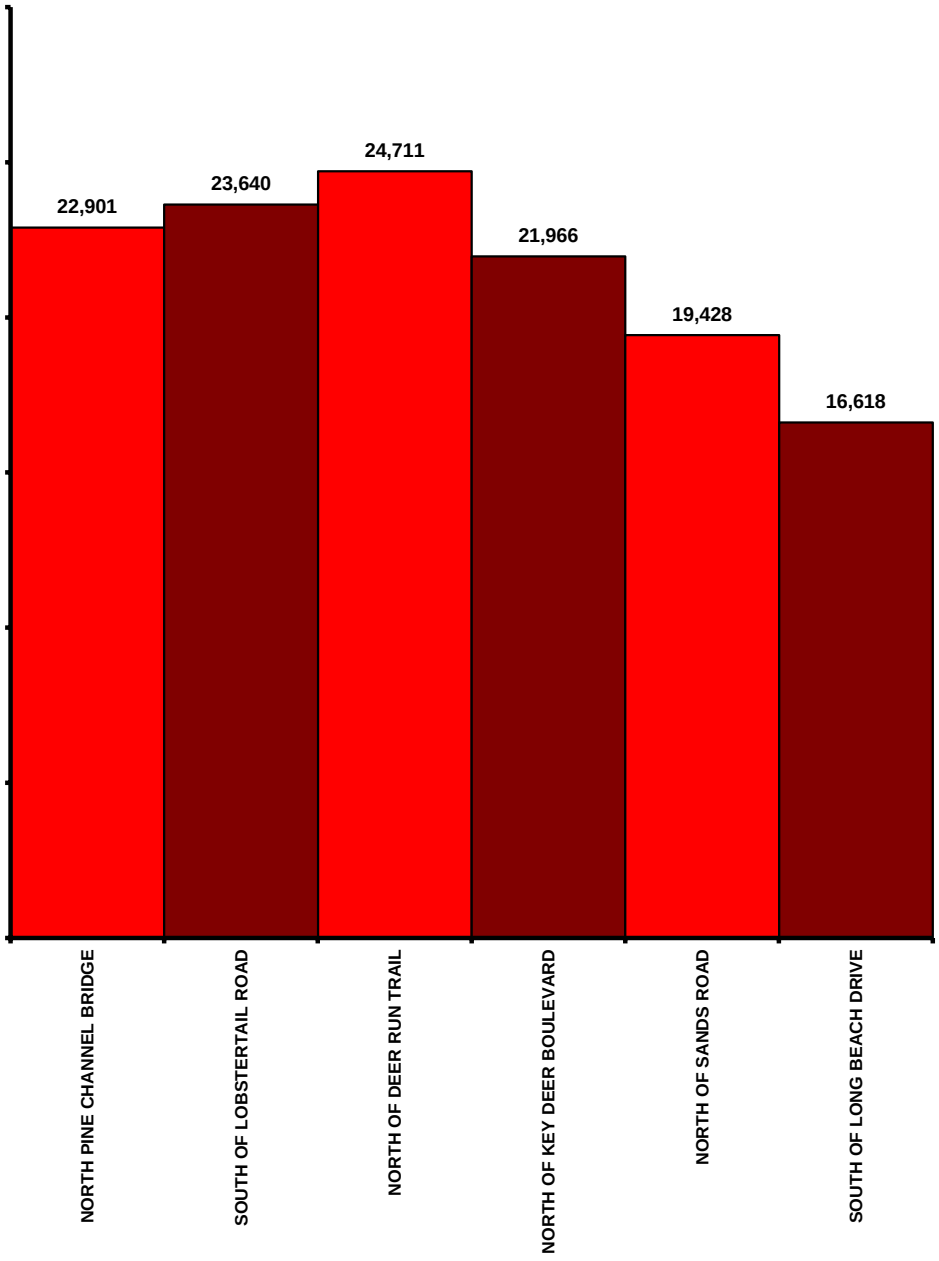

US-1 NON-DIRECTIONAL HOURLY VOLUMES
UPPER MATECUMBE (MM 84) 03-13-2023 TO 03-19-2023
HOURLY VOLUMES
2,500
2,250
2,000
1,750
1,500
1,250
1,000
750
500
250
0
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
Hour of Day
MONDAY
TUESDAY
WEDNESDAY
THURSDAY
FRIDAY
SATURDAY
SUNDAY



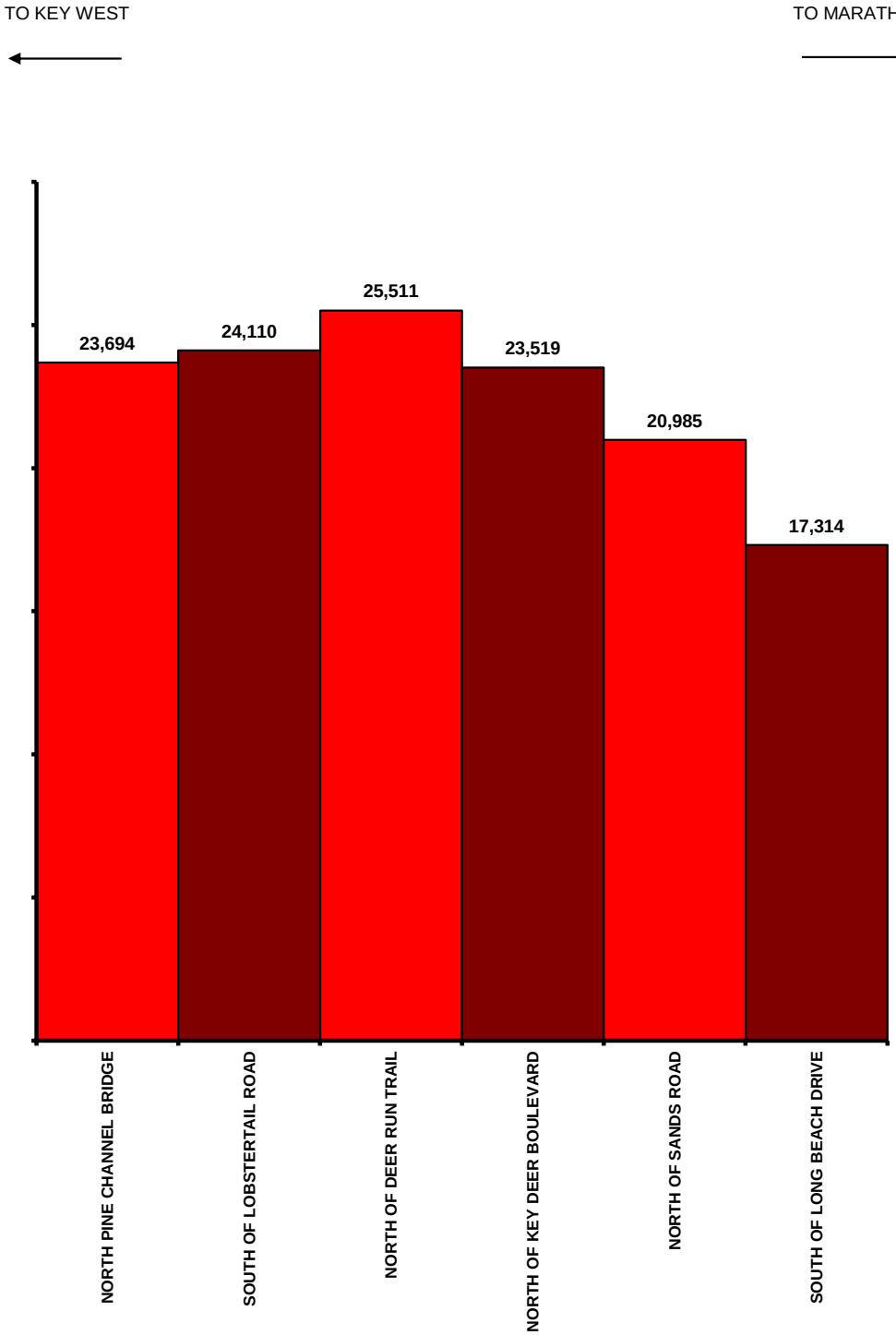
AECOM		2023 TRAVEL TIME DELAY STUDY MONROE COUNTY, FLORIDA	EXHIBIT C-1 TWO-WAY DAILY VOLUMES US 1 - MONDAY

TO KEY WEST

TO MARATHON



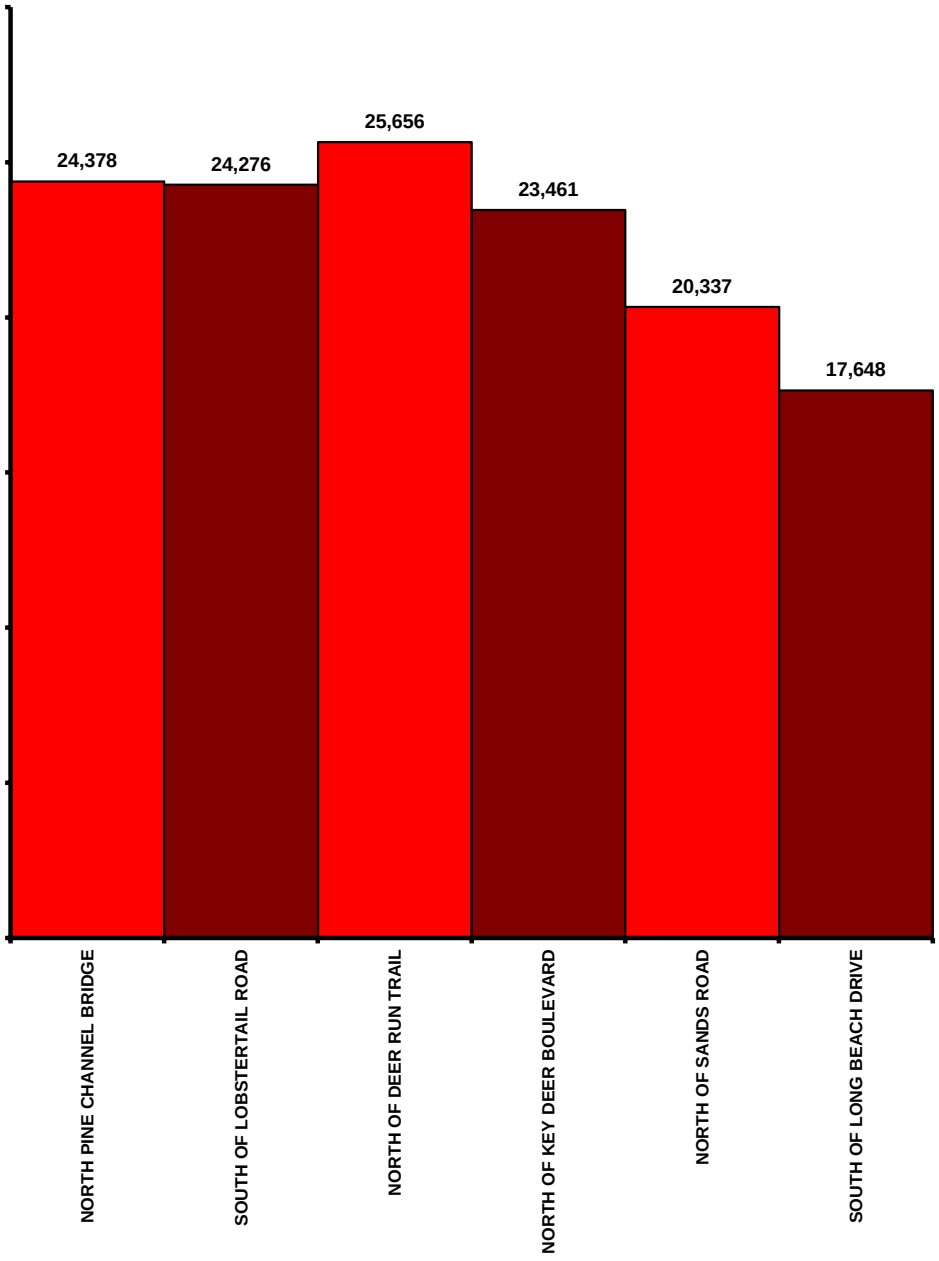
AECOM		2023 TRAVEL TIME DELAY STUDY MONROE COUNTY, FLORIDA	EXHIBIT C-2 TWO-WAY DAILY VOLUMES US 1 - TUESDAY



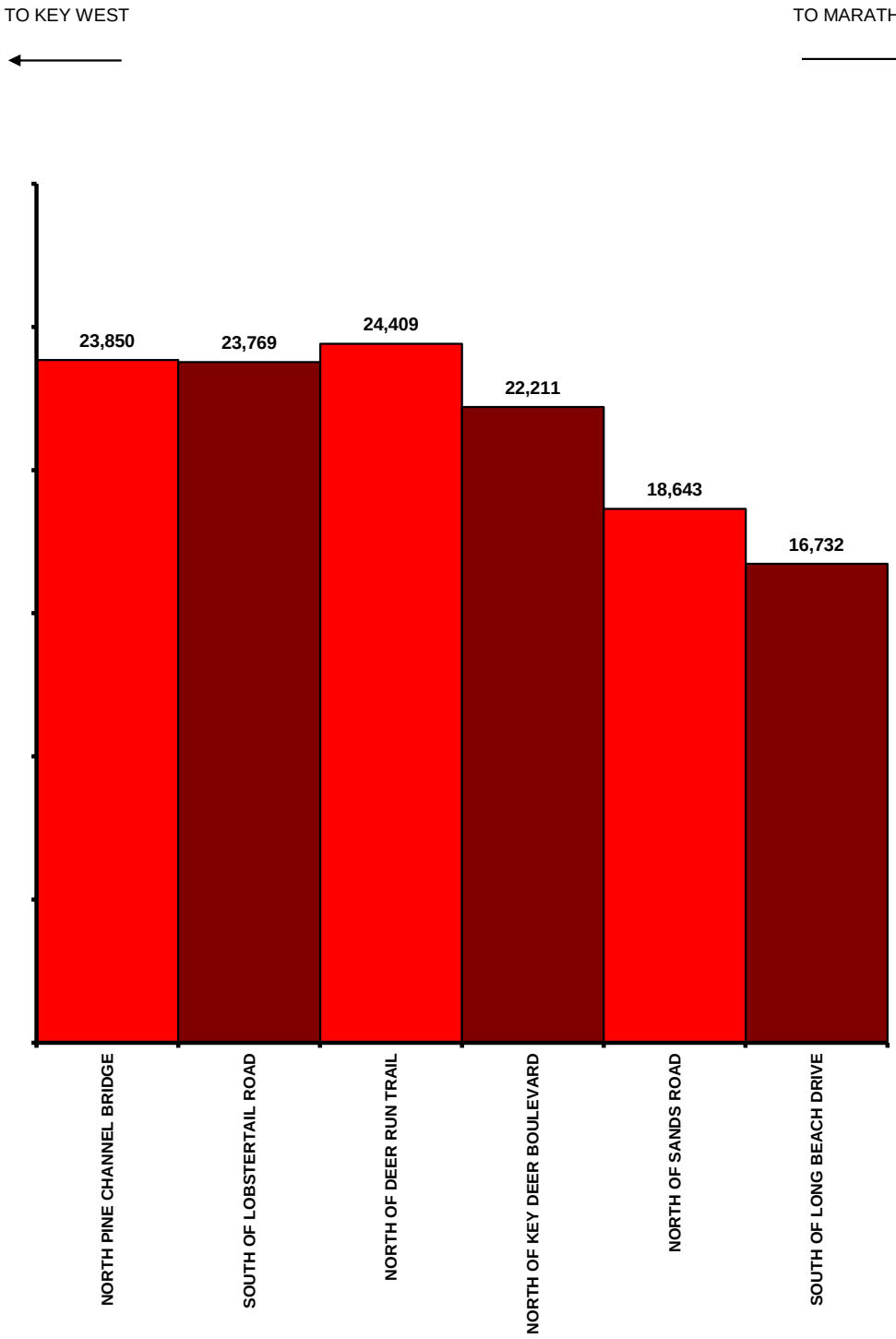
AECOM		2023 TRAVEL TIME DELAY STUDY MONROE COUNTY, FLORIDA	EXHIBIT C-3 TWO-WAY DAILY VOLUMES US 1 - WEDNESDAY

TO KEY WEST

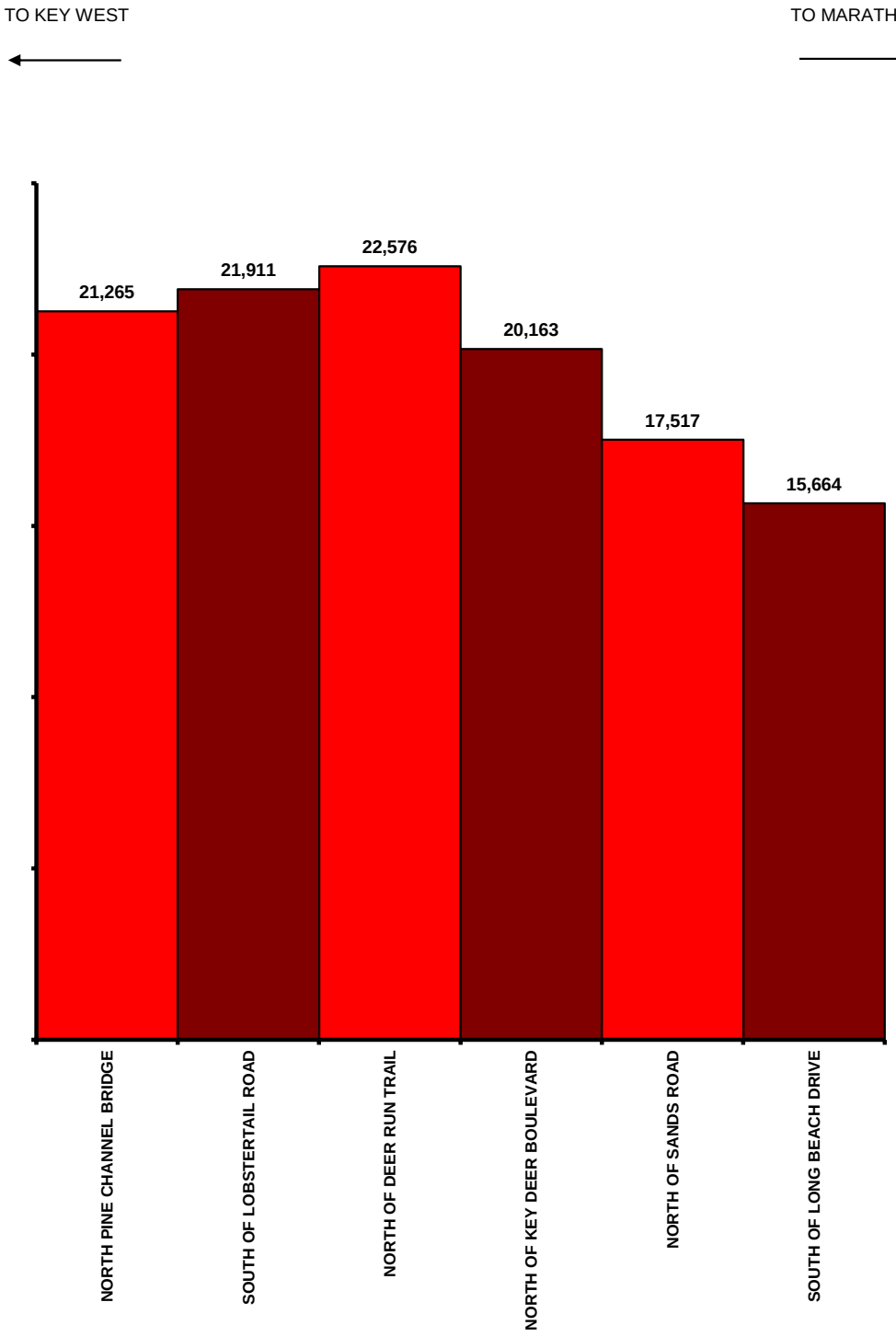
TO MARATHON



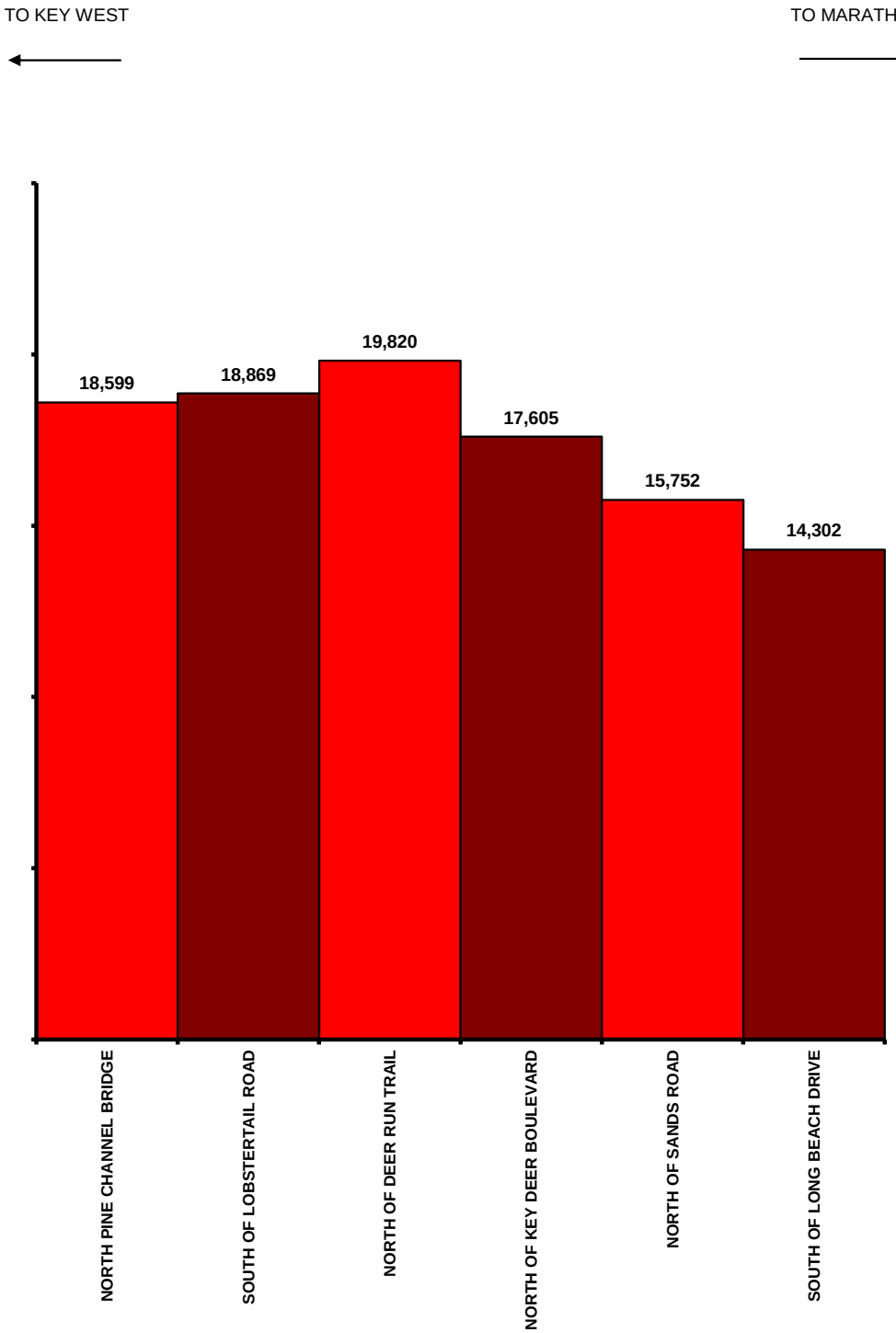
AECOM		2023 TRAVEL TIME DELAY STUDY MONROE COUNTY, FLORIDA	EXHIBIT C-4 TWO-WAY DAILY VOLUMES US 1 - THURSDAY



AECOM		2023 TRAVEL TIME DELAY STUDY MONROE COUNTY, FLORIDA	EXHIBIT C-5 TWO-WAY DAILY VOLUMES US 1 - FRIDAY



AECOM		2023 TRAVEL TIME DELAY STUDY MONROE COUNTY, FLORIDA	EXHIBIT C-6 TWO-WAY DAILY VOLUMES US 1 - SATURDAY



AECOM		2023 TRAVEL TIME DELAY STUDY MONROE COUNTY, FLORIDA	EXHIBIT C-7 TWO-WAY DAILY VOLUMES US 1 - SUNDAY

APPENDIX D

Historical Count Data

APPENDIX

D

AECOM

HISTORICAL COUNT DATA

		1993	1994		1995		1996		1997		1998		1999		2000		2001		2002		2003	
		Count	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change
Big Pine																						
5 – Day Average		23,811	20,604	-13.47%	27,533	33.63	24,270	11.85%	25,295	4.22%	24,224	-4.23%	25,819	6.58%	26,846	3.98%	23,403	-12.38%	22,612	-3.38%	23,341	3.22%
7 – Day Average		23,893	20,545	-14.01%	26,885	30.86%	23,476	-12.68%	24,371	3.81%	23,786	-2.40%	24,955	4.91%	26,070	4.47%	22,648	-13.13%	21,937	-3.14%	22,788	3.88%
AADT		-	17,743	-10.11%	22,688	27.87%	21,186	-6.62%	21,496	1.46%	19,866	-7.58%	20,843	4.92%	21,774	4.47%	19,991	-8.19%	19,364	-3.14%	20,115	3.88%
Marathon																						
5 – Day Average		34,515	31,484	-8.78%	35,771	13.62%	33,620	-6.01%	34,528	2.70%	35,417	-2.57%	38,619	9.04%	36,431	-5.67%	33,777	-7.29%	36,989	9.51%	36,817	-0.47%
7 – Day Average		33,517	30,449	-9.15%	34,278	12.58%	31,919	-6.88%	32,800	2.76%	34,305	-4.59%	36,818	7.33%	34,742	-5.64%	32,106	-7.59%	35,442	10.39%	35,984	1.53%
AADT		27,688	26,297	-5.02%	28,927	10.00%	27,924	-3.47%	28,930	3.60%	28,651	-0.96%	30,750	7.33%	29,017	-5.64%	28,340	-2.33%	31,285	10.39%	31,763	1.53%
Upper Matecumbe																						
5 – Day Average		22,312	21,929	-1.72%	24,026	9.56%	22,987	-4.32%	24,539	6.75%	24,988	1.83%	26,512	6.10%	26,642	0.49%	24,177	-9.25%	26,589	9.98%	26,759	0.64%
7 – Day Average		23,358	22,687	-2.87%	24,260	6.93%	22,826	-5.91%	24,489	7.29%	25,504	4.14%	26,465	3.77%	26,831	1.38%	24,719	-7.87%	26,475	7.10%	26,514	0.15%
AADT		19,296	19,593	1.54%	20,473	4.49%	20,083	-1.90%	21,599	7.55%	21,301	-1.38%	22,103	3.77%	22,410	1.39%	21,819	-2.64%	23,369	7.10%	23,404	0.15%

HISTORICAL COUNT DATA (Continued)

	2003		2004		2005		2006		2007		2008		2009		2010		2011		2012		2013	
	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change	count	% change	Count	% Change	Count	% Change
Big Pine																						
5 – Day Average	23,341	3.22%	23,108	-0.0101	24,304	5.17%	22,451	-7.62%	25,235	12.40%	21,495	-14.82%	21,242	-1.18%	20,651	-2.78%	20,468	-0.88%	21,056	2.87%	20,986	-0.33%
7 – Day Average	22,788	3.88%	22,538	-1.10%	23,788	5.55%	21,691	-8.82%	25,550	17.79%	20,612	-19.33%	20,656	0.21%	20,115	-2.62%	20,070	-0.22%	20,579	2.53%	20,066	-2.49%
AADT	20,115	3.88%	19,894	-1.10%	19,844	-0.25%	18,095	-8.81%	20,215	11.72%	16,308	-19.33%	16,680	2.28%	17,842	6.97%	17,684	-0.88%	18,011	1.85%	17,943	-0.38%
Marathon																						
5 – Day Average	36,817	-0.47%	37,604	2.14%	37,405	-0.53%	35,388	-5.39%	36,742	3.83%	34,414	-6.34%	34,193	-0.64%	31,883	-6.76%	32,156	0.85%	34,145	6.19%	34,097	-0.14%
7 – Day Average	35,984	1.53%	36,563	1.61%	36,085	-1.32%	33,414	-7.40%	34,811	4.18%	31,731	-8.85%	32,298	1.79%	30,548	-5.42%	31,097	1.79%	32,985	6.07%	32,783	-0.61%
AADT	31,763	1.53%	32,274	1.61%	30,102	-7.22%	27,874	-7.40%	27,542	-1.19%	25,106	-8.84%	26,081	3.88%	27,547	5.62%	27,782	0.85%	29,208	5.13%	29,153	-0.19%
Upper Matecumbe																						
5 – Day Average	26,759	0.64%	27,194	1.63%	27,980	2.89%	23,982	-14.29%	27,933	16.47%	23,416	-16.17%	23,071	-1.47%	22,588	-2.09%	24,326	7.69%	24,561	0.97%	23,656	-3.68%
7 – Day Average	26,514	0.15%	27,561	3.95%	27,693	0.48%	23,916	-13.64%	28,410	18.79%	23,024	-18.96%	23,016	-0.03%	22,634	-1.66%	24,508	8.27%	24,936	1.75%	23,164	-7.11%
AADT	23,404	0.15%	24,328	3.95%	22,927	-6.11%	19,951	-12.98%	23,455	17.56%	19,008	-18.96%	18,585	-2.23%	19,516	5.01%	21,017	7.69%	21,009	-0.04%	20,226	-3.73%

HISTORICAL COUNT DATA (Continued)

	2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		2025	
	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% Change	Count	% change	Count	% Change	Count	% change
Big Pine																						
5 – Day Average	22,833	8.80%			21,915	-4.02%			22,408	2.25%			22,799	1.74%			23,427	2.75%				
7 – Day Average	22,106	10.17%			21,595	-2.31%			21,722	0.59%			22,009	1.32%			22,428	1.90%				
AADT	20,139	12.24%			19,047	-5.42%			18,753	-1.54%			19,427	3.59%			19,580	0.79%				
Marathon																						
5 – Day Average	38,824	13.86%			39,382	1.44%			43,041	9.29%			38,262	-11.10%			39,386	2.94%				
7 – Day Average	38,144	16.35%			39,239	2.87%			42,530	8.39%			36,739	-13.62%			37,675	2.55%				
AADT	34,243	17.46%			34,609	1.07%			36,716	6.09%			32,430	-11.67%			32,890	1.42%				
Upper Matecumbe																						
5 – Day Average	26,079	10.24%			25,598	-1.84%			25,856	1.01%			26,152	1.14%			28,615	9.42%				
7 – Day Average	25,817	11.45%			26,126	1.20%			25,837	-1.11%			26,908	4.15%			28,419	5.62%				
AADT	23,002	13.72%			23,043	0.18%			22,305	-3.20%			23,751	6.48%			24,810	4.46%				

Note: For the years that the Travel Time Delay study is not scheduled (2014, 2016), volumes where obtained from the nearest FDOT FTI count site which may only have three (3) days of data.

APPENDIX E

2023 Travel Speed Summary Data and Statistics

APPENDIX

E

AECOM

2023 TRAVEL SPEED DATA

	Stock Island	Boca Chica	Big Coppitt	Saddlebunch	Sugarloaf	Cudjoe	Summerland	Ramrod	Torch	Big Pine	Bahia Honda	7-Mile Bridge	Marathon	Grassy	Duck	Long	L. Matecumbe	Tea Table	U. Matecumbe	Windley	Plantation	Tavernier	Largo	Cross	Dade	
	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0	23.0	24.0	25.0	
Sunday 03-05-23																										
Northbound	41.5	53.8	52.8	55.7	49.1	48.3	47.4	53.2	48.9	45.1	51.2	56.2	39.4	51.5	51.9	54.4	47.0	45.4	17.0	24.2	33.4	44.0	42.2	21.5	53.5	41.0
Southbound	38.3	56.9	42.9	53.4	46.3	46.4	46.8	47.0	47.8	36.5	51.0	57.0	41.2	51.3	54.1	48.6	44.6	47.3	37.1	33.3	28.5	48.4	42.6	36.2	54.5	44.8
Monday 03-06-23																										
Northbound	26.4	52.3	41.3	52.6	48.9	46.7	45.4	50.1	46.8	42.4	52.5	59.4	35.9	51.8	56.4	52.4	50.2	48.8	41.1	43.5	43.4	45.1	45.9	45.5	49.8	47.1
Southbound	43.0	57.9	43.5	54.5	45.7	45.1	41.6	43.7	43.6	38.8	51.8	57.8	34.6	43.2	53.2	50.3	42.2	44.8	33.3	30.7	34.0	46.5	49.4	55.7	59.0	45.1
Tuesday 03-07-23																										
Northbound	43.2	56.5	48.1	52.6	55.5	48.1	43.0	41.7	45.5	43.1	52.5	55.3	29.4	53.5	58.3	55.8	48.4	50.2	38.5	22.4	27.9	36.9	43.1	44.2	55.1	43.5
Southbound	44.0	58.1	39.2	50.0	51.6	51.8	42.8	46.9	48.6	38.7	53.2	59.4	33.2	41.3	49.5	51.8	46.4	36.5	39.7	42.7	35.3	45.7	46.1	49.5	58.6	45.7
Wednesday 03-08-23																										
Northbound	46.8	57.4	52.2	52.3	44.6	45.3	45.7	45.9	51.0	40.9	52.9	48.2	35.7	46.9	45.6	46.4	43.2	47.0	42.2	32.8	42.9	45.0	33.4	47.1	52.9	44.6
Southbound	31.8	59.5	42.1	50.8	48.7	47.7	44.9	41.5	47.6	42.3	50.0	53.8	35.3	53.2	53.5	50.9	45.5	46.0	39.6	35.5	57.2	48.8	41.7	30.0	52.4	45.2
Thursday 03-09-23																										
Northbound	29.3	54.8	48.0	51.8	43.2	46.2	43.6	50.5	40.1	50.5	50.0	48.3	35.0	49.7	55.1	52.9	42.3	56.3	36.2	42.8	41.8	47.0	47.2	50.0	54.0	46.2
Southbound	39.5	59.4	45.4	50.8	50.8	48.1	45.2	47.1	48.1	24.6	53.7	52.5	30.3	52.7	51.5	45.0	44.2	44.3	40.5	41.6	40.1	57.3	44.5	52.0	59.0	44.9
Friday 03-10-23																										
Northbound	27.6	62.6	44.8	50.5	44.0	44.5	42.1	51.3	47.8	39.7	56.2	48.5	30.6	50.7	53.8	50.2	50.6	47.8	27.7	36.4	36.3	42.1	46.1	28.1	53.6	42.4
Southbound	33.8	56.7	48.2	55.6	47.0	43.7	45.4	47.1	47.7	40.4	50.7	47.9	32.8	48.7	51.7	51.2	47.0	44.8	36.6	32.5	22.4	44.1	49.9	48.7	55.3	43.3
Saturday 03-11-23																										
Northbound	40.0	60.6	51.4	58.7	57.0	48.4	48.4	48.7	48.4	46.6	51.6	53.8	35.9	54.8	53.7	51.4	44.6	44.5	39.2	41.6	40.2	44.0	51.3	42.6	61.6	47.6
Southbound	39.3	59.6	47.7	53.9	45.2	47.4	45.4	44.4	47.5	38.0	54.6	54.1	38.1	51.2	51.2	51.9	49.3	48.2	38.4	34.4	27.0	48.1	42.4	25.6	32.9	43.6
Sunday 03-12-23																										
Northbound	40.7	59.5	43.7	51.4	45.5	44.9	44.8	44.6	45.2	44.0	55.7	57.4	35.1	51.8	52.1	50.3	46.4	46.6	17.2	27.1	40.0	45.5	44.1	44.2	56.9	43.4
Southbound	30.2	59.8	43.9	48.7	47.8	47.0	46.7	47.6	47.9	40.2	53.3	56.7	39.0	51.7	55.6	53.9	49.0	44.5	43.4	25.6	28.9	48.6	49.5	24.1	25.0	43.7
Monday 03-13-23																										
Northbound	38.3	62.6	49.4	53.1	50.8	45.8	47.2	46.1	50.5	45.6	53.0	56.1	28.5	50.0	56.2	54.5	45.8	44.4	44.1	40.2	30.4	45.2	42.4	60.3	57.7	45.9
Southbound	32.5	58.7	46.7	54.4	51.0	51.4	49.3	48.5	52.4	39.9	51.2	55.5	37.4	53.0	55.9	49.5	44.4	50.8	35.6	44.6	39.4	50.1	42.3	53.3	59.0	47.3
Tuesday 03-14-23																										
Northbound	37.0	59.4	47.2	52.9	43.7	46.4	44.4	53.2	54.4	40.5	54.9	56.4	34.0	52.2	56.6	53.4	41.5	42.6	31.6	38.3	40.4	45.9	44.4	55.7	57.6	46.4
Southbound	4.8	58.0	39.1	47.1	42.9	42.7	44.6	44.8	48.6	32.0	53.2	53.0	36.5	49.3	55.6	50.8	45.2	47.3	30.3	39.6	20.6	48.9	42.9	48.1	58.6	39.6
Wednesday 03-15-23																										
Northbound	29.0	57.7	47.4	51.3	43.0	44.4	42.1	40.2	47.7	47.0	51.6	52.3	34.4	48.6	51.8	50.0	45.0	21.6	18.0	28.1	26.2	40.5	44.0	49.7	53.0	41.3
Southbound	7.2	58.4	46.2	52.6	44.4	45.3	42.1	47.8	49.7	29.5	52.3	56.1	37.9	50.8	50.1	51.4	38.0	45.2	34.7	-	33.3	46.0	47.3	43.3	59.8	42.9
Thrusday 03-16-23																										
Northbound	32.5	59.8	46.4	52.6	49.5	45.4	44.5	47.0	47.0	45.4	51.2	52.9	29.3	49.5	51.9	49.8	43.7	43.6	35.9	35.2	26.0	37.0	43.2	51.5	57.1	42.9
Southbound	4.1	58.0	43.5	52.7	47.4	44.3	43.2	46.5	52.9	20.7	50.0	53.7	33.0	50.5	52.1	47.1	44.6	41.9	25.0	20.6	19.8	46.3	41.8	50.3	59.8	36.6
Friday 03-17-23																										
Northbound	32.6	66.6	47.6	53.8	49.3	47.7	43.3	45.7	48.9	45.8	51.6	48.2	25.1	48.0	54.6	49.5	46.5	37.4	18.2	34.4	32.1	35.1	44.1	50.1	56.8	40.8
Southbound	24.5	56.5	43.4	54.5	47.5	50.6	43.1	50.5	48.4	41.5	53.7	54.8	39.7	51.3	51.0	50.3	44.1	38.1	37.6	33.9	40.6	44.6	39.7	54.3	59.7	46.1
Saturday 03-18-23																										
Northbound	37.8	55.3	49.3	52.9	50.2	47.6	45.5	45.0	46.0	38.7	53.6	51.1	35.5	52.0	55.5	51.7	46.2	42.8	39.9	34.3	32.5	43.7	48.8	51.7	55.8	46.1
Southbound	35.9	57.6	46.8	54.2	51.2	50.2	45.9	51.8	50.4	38.2	54.7	59.2	40.7	51.6	54.5	47.5	46.9	37.6	38.4	25.6	13.8	48.2	41.5	24.2	38.6	39.7
Highest Speed	**46.8**	**66.6**	**52.8**	**58.7**	**57.0**	**51.8**	**49.3**	**53.2**	**54.4**	**50.5**	**56.2**	**59.4**	**41.2**	**54.8**	**58.3**	**55.8**	**50.6**	**56.3**	**44.1**	**44.6**	**57.2**	**57.3**	**51.3**	**60.3**	**61.6**	**47.6**
Lowest Speed	**4.1**	**52.3**	**39.1**	**47.1**	**42.9**	**42.7**	**41.6**	**40.2**	**40.1**	**20.7**	**50.0**	**47.9**	**25.1**	**41.3**	**45.6**	**45.0**	**38.0**	**21.6**	**17.0**	**20.6**	**13.8**	**35.1**	**33.4**	**21.5**	**25.0**	**36.6**

2023 TRAVEL SPEED DATA

	Stock Island 1.0	Boca Chica 2.0	Big Coppitt 3.0	Saddlebunch 4.0	Sugarloaf 5.0	Cudjoe 6.0	Summerland 7.0	Ramrod 8.0	Torch 9.0	Big Pine 10.0	Bahia Honda 11.0	7-Mile Bridge 12.0	Marathon 13.0	Grassy 14.0	Duck 15.0	Long 16.0	L. Matecumbe 17.0	Tea Table 18.0	U. Matecumbe 19.0	Windley 20.0	Plantation 21.0	Tavernier 22.0	Largo 23.0	Cross 24.0	Dade 25.0	
Sunday 03-05-23																										
Northbound	41.5	53.8	52.8	55.7	49.1	48.3	47.4	53.2	48.9	45.1	51.2	56.2	39.4	51.5	51.9	54.4	47.0	45.4	17.0	24.2	33.4	44.0	42.2	21.5	53.5	41.0
Southbound	38.3	56.9	42.9	53.4	46.3	46.4	46.8	47.0	47.8	36.5	51.0	57.0	41.2	51.3	54.1	48.6	44.6	47.3	37.1	33.3	28.5	48.4	42.6	36.2	54.5	44.8
Monday 03-06-23																										
Northbound	26.4	52.3	41.3	52.6	48.9	46.7	45.4	50.1	46.8	42.4	52.5	59.4	35.9	51.8	56.4	52.4	50.2	48.8	41.1	43.5	43.4	45.1	45.9	45.5	49.8	47.1
Southbound	43.0	57.9	43.5	54.5	45.7	45.1	41.6	43.7	43.6	38.8	51.8	57.8	34.6	43.2	53.2	50.3	42.2	44.8	33.3	30.7	34.0	46.5	49.4	55.7	59.0	45.1
Tuesday 03-07-23																										
Northbound	43.2	56.5	48.1	52.6	55.5	48.1	43.0	41.7	45.5	43.1	52.5	55.3	29.4	53.5	58.3	55.8	48.4	50.2	38.5	22.4	27.9	36.9	43.1	44.2	55.1	43.5
Southbound	44.0	58.1	39.2	50.0	51.6	51.8	42.8	46.9	48.6	38.7	53.2	59.4	33.2	41.3	49.5	51.8	46.4	36.5	39.7	42.7	35.3	45.7	46.1	49.5	58.6	45.7
Wednesday 03-08-23																										
Northbound	46.8	57.4	52.2	52.3	44.6	45.3	45.7	45.9	51.0	40.9	52.9	48.2	35.7	46.9	45.6	46.4	43.2	47.0	42.2	32.8	42.9	45.0	33.4	47.1	52.9	44.6
Southbound	31.8	59.5	42.1	50.8	48.7	47.7	44.9	41.5	47.6	42.3	50.0	53.8	35.3	53.2	53.5	50.9	45.5	46.0	39.6	35.5	57.2	48.8	41.7	30.0	52.4	45.2
Thursday 03-09-23																										
Northbound	29.3	54.8	48.0	51.8	43.2	46.2	43.6	50.5	40.1	50.5	50.0	48.3	35.0	49.7	55.1	52.9	42.3	56.3	36.2	42.8	41.8	47.0	47.2	50.0	54.0	46.2
Southbound	39.5	59.4	45.4	50.8	50.8	48.1	45.2	47.1	48.1	24.6	53.7	52.5	30.3	52.7	51.5	45.0	44.2	44.3	40.5	41.6	40.1	57.3	44.5	52.0	59.0	44.9
Friday 03-10-23																										
Northbound	27.6	62.6	44.8	50.5	44.0	44.5	42.1	51.3	47.8	39.7	56.2	48.5	30.6	50.7	53.8	50.2	50.6	47.8	27.7	36.4	36.3	42.1	46.1	28.1	53.6	42.4
Southbound	33.8	56.7	48.2	55.6	47.0	43.7	45.4	47.1	47.7	40.4	50.7	47.9	32.8	48.7	51.7	51.2	47.0	44.8	36.6	32.5	22.4	44.1	49.9	48.7	55.3	43.3
Saturday 03-11-23																										
Northbound	40.0	60.6	51.4	58.7	57.0	48.4	48.4	48.7	48.4	46.6	51.6	53.8	35.9	54.8	53.7	51.4	44.6	44.5	39.2	41.6	40.2	44.0	51.3	42.6	61.6	47.6
Southbound	39.3	59.6	47.7	53.9	45.2	47.4	45.4	44.4	47.5	38.0	54.6	54.1	38.1	51.2	51.2	51.9	49.3	48.2	38.4	34.4	27.0	48.1	42.4	25.6	32.9	43.6
Sunday 03-12-23																										
Northbound	40.7	59.5	43.7	51.4	45.5	44.9	44.8	44.6	45.2	44.0	55.7	57.4	35.1	51.8	52.1	50.3	46.4	46.6	17.2	27.1	40.0	45.5	44.1	44.2	56.9	43.4
Southbound	30.2	59.8	43.9	48.7	47.8	47.0	46.7	47.6	47.9	40.2	53.3	56.7	39.0	51.7	55.6	53.9	49.0	44.5	43.4	25.6	28.9	48.6	49.5	24.1	25.0	43.7
Monday 03-13-23																										
Northbound	38.3	62.6	49.4	53.1	50.8	45.8	47.2	46.1	50.5	45.6	53.0	56.1	28.5	50.0	56.2	54.5	45.8	44.4	44.1	40.2	30.4	45.2	42.4	60.3	57.7	45.9
Southbound	32.5	58.7	46.7	54.4	51.0	51.4	49.3	48.5	52.4	39.9	51.2	55.5	37.4	53.0	55.9	49.5	44.4	50.8	35.6	44.6	39.4	50.1	42.3	53.3	59.0	47.3
Tuesday 03-14-23																										
Northbound	37.0	59.4	47.2	52.9	43.7	46.4	44.4	53.2	54.4	40.5	54.9	56.4	34.0	52.2	56.6	53.4	41.5	42.6	31.6	38.3	40.4	45.9	44.4	55.7	57.6	46.4
Southbound	4.8	58.0	39.1	47.1	42.9	42.7	44.6	44.8	48.6	32.0	53.2	53.0	36.5	49.3	55.6	50.8	45.2	47.3	30.3	39.6	20.6	48.9	42.9	48.1	58.6	42.8
Wednesday 03-15-23																										
Northbound	29.0	57.7	47.4	51.3	43.0	44.4	42.1	40.2	47.7	47.0	51.6	52.3	34.4	48.6	51.8	50.0	45.0	21.6	18.0	28.1	26.2	40.5	44.0	49.7	53.0	41.3
Southbound	7.2	58.4	46.2	52.6	44.4	45.3	42.1	47.8	49.7	29.5	52.3	56.1	37.9	50.8	50.1	51.4	38.0	45.2	34.7	-	33.3	46.0	47.3	43.3	59.8	45.5
Thrusday 03-16-23																										
Northbound	32.5	59.8	46.4	52.6	49.5	45.4	44.5	47.0	47.0	45.4	51.2	52.9	29.3	49.5	51.9	49.8	43.7	43.6	35.9	35.2	26.0	37.0	43.2	51.5	57.1	42.9
Southbound	4.1	58.0	43.5	52.7	47.4	44.3	43.2	46.5	52.9	20.7	50.0	53.7	33.0	50.5	52.1	47.1	44.6	41.9	25.0	20.6	19.8	46.3	41.8	50.3	59.8	39.8
Friday 03-17-23																										
Northbound	32.6	66.6	47.6	53.8	49.3	47.7	43.3	45.7	48.9	45.8	51.6	48.2	25.1	48.0	54.6	49.5	46.5	37.4	18.2	34.4	32.1	35.1	44.1	50.1	56.8	40.8
Southbound	24.5	56.5	43.4	54.5	47.5	50.6	43.1	50.5	48.4	41.5	53.7	54.8	39.7	51.3	51.0	50.3	44.1	38.1	37.6	33.9	40.6	44.6	39.7	54.3	59.7	46.1
Saturday 03-18-23																										
Northbound	37.8	55.3	49.3	52.9	50.2	47.6	45.5	45.0	46.0	38.7	53.6	51.1	35.5	52.0	55.5	51.7	46.2	42.8	39.9	34.3	32.5	43.7	48.8	51.7	55.8	46.1
Southbound	35.9	57.6	46.8	54.2	51.2	50.2	45.9	51.8	50.4	38.2	54.7	59.2	40.7	51.6	54.5	47.5	46.9	37.6	38.4	25.6	13.8	48.2	41.5	24.2	38.6	39.7
Highest Speed	**46.8**	**66.6**	**52.8**	**58.7**	**57.0**	**51.8**	**49.3**	**53.2**	**54.4**	**50.5**	**56.2**	**59.4**	**41.2**	**54.8**	**58.3**	**55.8**	**50.6**	**56.3**	**44.1**	**44.6**	**57.2**	**57.3**	**51.3**	**60.3**	**61.6**	**47.6**
Lowest Speed	**24.5**	**52.3**	**39.1**	**47.1**	**42.9**	**42.7**	**41.6**	**40.2**	**40.1**	**20.7**	**50.0**	**47.9**	**25.1**	**41.3**	**45.6**	**45.0**	**38.0**	**21.6**	**17.0**	**20.6**	**13.8**	**35.1**	**33.4**	**21.5**	**25.0**	**39.7**

Note: In this table, the travel speeds in the 3 SB runs in segment 1 (Stock Island) from 3-14-23 to 3-16-23 are circled and were excluded from segment and overall travel speed calculations as they were very low (4-7 mph) and considered outliers.

2023 TRAVEL SPEED DATA

	Stock Island 1.0	Boca Chica 2.0	Big Coppitt 3.0	Saddlebunch 4.0	Sugarloaf 5.0	Cudjoe 6.0	Summerland 7.0	Ramrod 8.0	Torch 9.0	Big Pine 10.0	Bahia Honda 11.0	7-Mile Bridge 12.0	Marathon 13.0	Grassy 14.0	Duck 15.0	Long 16.0	L. Matecumbe 17.0	Tea Table 18.0	U. Matecumbe 19.0	Windley 20.0	Plantation 21.0	Tavernier 22.0	Largo 23.0	Cross 24.0	Dade 25.0	OVERALL
TRAVEL SPEED ANALYSIS																										
Mean	32.6	58.4	46.0	52.7	47.9	46.8	44.8	47.1	48.2	39.9	52.6	54.1	34.8	50.4	53.3	50.8	45.5	44.1	34.2	34.1	33.4	45.3	44.4	44.2	53.8	43.8
Median	34.9	58.1	46.6	52.7	47.7	46.5	44.8	47.0	48.0	40.4	52.5	54.5	35.2	51.3	53.6	50.9	45.3	44.8	36.9	34.4	33.3	45.6	44.1	48.4	56.3	44.2
Standard Deviation	11.1	2.8	3.5	2.3	3.6	2.3	2.0	3.3	2.8	6.6	1.7	3.5	3.9	2.9	2.7	2.5	2.7	6.1	8.2	6.8	9.0	4.4	3.7	11.0	8.3	2.6
Highest Speed	46.8	66.6	52.8	58.7	57.0	51.8	49.3	53.2	54.4	50.5	56.2	59.4	41.2	54.8	58.3	55.8	50.6	56.3	44.1	44.6	57.2	57.3	51.3	60.3	61.6	47.6
Lowest Speed	4.1	52.3	39.1	47.1	42.9	42.7	41.6	40.2	40.1	20.7	50.0	47.9	25.1	41.3	45.6	45.0	38.0	21.6	17.0	20.6	13.8	35.1	33.4	21.5	25.0	36.6
95% Confidence Interv	4.1	1.0	1.3	0.8	1.3	0.8	0.7	1.2	1.0	2.4	0.6	1.3	1.5	1.1	1.0	0.9	1.0	2.3	3.0	2.5	3.3	1.6	1.4	4.1	3.1	1.0
Upper Speed	36.7	59.4	47.3	53.5	49.3	47.7	45.5	48.3	49.2	42.3	53.2	55.4	36.2	51.5	54.3	51.7	46.5	46.4	37.2	36.7	36.7	46.9	45.7	48.3	56.9	44.8
Lower Speed	28.4	57.3	44.7	51.9	46.6	46.0	44.1	45.9	47.2	37.4	52.0	52.8	33.3	49.3	52.3	49.9	44.4	41.9	31.2	31.6	30.0	43.7	43.0	40.1	50.7	42.9
LOS ANALYSIS																										
Posted Speed	40.1	54.7	46.3	53.6	45.0	45.0	45.0	45.0	45.0	45.0	50.9	54.4	42.3	54.6	55.0	53.4	45.9	45.0	45.0	45.0	45.0	47.2	45.0	51.4	54.8	49.4
Signal Adjustment	N/A	N/A	N/A	N/A	6.4	N/A	N/A	N/A	N/A	5.3	N/A	N/A	N/A	2.1	N/A	N/A	N/A	N/A	N/A	N/A	5.4	5.7	5.2	N/A	N/A	N/A
Level of Service Median	B	A	B	B	A	A	B	A	A	B	A	B	A	C	B	C	B	B	E	E	D	A	A	C	N/A	D
95% Upper	A	A	B	B	A	A	B	A	A	A	A	B	A	C	B	C	B	B	E	E	C	A	A	C	N/A	D
95% Lower	B	A	C	C	A	B	B	B	A	C	B	C	B	D	C	C	B	C	F	E	E	A	A	E	N/A	D
LOS C Standard	22.0	50.2	41.8	49.1	34.1	40.5	40.5	40.5	40.5	35.2	46.4	49.9	22.0	48.0	50.5	48.9	41.4	40.5	40.5	40.5	35.1	37.0	35.3	46.9	N/A	45.0
Reserve	12.9	7.9	4.7	3.5	13.6	6.0	4.3	6.5	7.5	5.2	6.1	4.6	13.2	3.3	3.1	2.0	4.0	4.3	-3.6	-6.1	-1.8	8.6	8.8	1.5	N/A	-0.8

2023 TRAVEL SPEED DATA

	Stock Island 1.0	Boca Chica 2.0	Big Coppitt 3.0	Saddlebunch 4.0	Sugarloaf 5.0	Cudjoe 6.0	Summerland 7.0	Ramrod 8.0	Torch 9.0	Big Pine 10.0	Bahia Honda 11.0	7-Mile Bridge 12.0	Marathon 13.0	Grassy 14.0	Duck 15.0	Long 16.0	L. Matecumbe 17.0	Tea Table 18.0	U. Matecumbe 19.0	Windley 20.0	Plantation 21.0	Tavernier 22.0	Largo 23.0	Cross 24.0	Dade 25.0	OVERALL
TRAVEL SPEED ANALYSIS																										
Mean	35.8	58.4	46.0	52.7	47.9	46.8	44.8	47.1	48.2	39.9	52.6	54.1	34.8	50.4	53.3	50.8	45.5	44.1	34.2	34.1	33.4	45.3	44.4	44.2	53.8	44.2
Median	37.0	58.1	46.6	52.7	47.7	46.5	44.8	47.0	48.0	40.4	52.5	54.5	35.2	51.3	53.6	50.9	45.3	44.8	36.9	34.4	33.3	45.6	44.1	48.4	56.3	44.7
Standard Deviation	6.0	2.8	3.5	2.3	3.6	2.3	2.0	3.3	2.8	6.6	1.7	3.5	3.9	2.9	2.7	2.5	2.7	6.1	8.2	6.8	9.0	4.4	3.7	11.0	8.3	2.2
Highest Speed	46.8	66.6	52.8	58.7	57.0	51.8	49.3	53.2	54.4	50.5	56.2	59.4	41.2	54.8	58.3	55.8	50.6	56.3	44.1	44.6	57.2	57.3	51.3	60.3	61.6	47.6
Lowest Speed	24.5	52.3	39.1	47.1	42.9	42.7	41.6	40.2	40.1	20.7	50.0	47.9	25.1	41.3	45.6	45.0	38.0	21.6	17.0	20.6	13.8	35.1	33.4	21.5	25.0	39.7
95% Confidence Interv	2.2	1.0	1.3	0.8	1.3	0.8	0.7	1.2	1.0	2.4	0.6	1.3	1.5	1.1	1.0	0.9	1.0	2.3	3.0	2.5	3.3	1.6	1.4	4.1	3.1	0.8
Upper Speed	38.1	59.4	47.3	53.5	49.3	47.7	45.5	48.3	49.2	42.3	53.2	55.4	36.2	51.5	54.3	51.7	46.5	46.4	37.2	36.7	36.7	46.9	45.7	48.3	56.9	45.0
Lower Speed	33.6	57.3	44.7	51.9	46.6	46.0	44.1	45.9	47.2	37.4	52.0	52.8	33.3	49.3	52.3	49.9	44.4	41.9	31.2	31.6	30.0	43.7	43.0	40.1	50.7	43.3
LOS ANALYSIS																										
Posted Speed	40.1	54.7	46.3	53.6	45.0	45.0	45.0	45.0	45.0	45.0	50.9	54.4	42.3	54.6	55.0	53.4	45.9	45.0	45.0	45.0	45.0	47.2	45.0	51.4	54.8	49.4
Signal Adjustment	N/A	N/A	N/A	N/A	6.4	N/A	N/A	N/A	N/A	5.3	N/A	N/A	N/A	2.1	N/A	N/A	N/A	N/A	N/A	N/A	5.4	5.7	5.2	N/A	N/A	N/A
Level of Service Median	A	A	B	B	A	A	B	A	A	B	A	B	A	C	B	C	B	B	E	E	D	A	A	C	N/A	D
95% Upper	A	A	B	B	A	A	B	A	A	A	A	B	A	C	B	C	B	B	E	E	C	A	A	C	N/A	D
95% Lower	B	A	C	C	A	B	B	B	A	C	B	C	B	D	C	C	B	C	F	E	E	A	A	E	N/A	D
LOS C Standard	22.0	50.2	41.8	49.1	34.1	40.5	40.5	40.5	40.5	35.2	46.4	49.9	22.0	48.0	50.5	48.9	41.4	40.5	40.5	40.5	35.1	37.0	35.3	46.9	N/A	45.0
Reserve	15.0	7.9	4.7	3.5	13.6	6.0	4.3	6.5	7.5	5.2	6.1	4.6	13.2	3.3	3.1	2.0	4.0	4.3	-3.6	-6.1	-1.8	8.6	8.8	1.5	N/A	-0.3

2023 TRAVEL SPEED DATA (SUPPLEMENTAL RUNS)

	Stock Island 1.0	Boca Chica 2.0	Big Coppitt 3.0	Saddlebunch 4.0	
Wednesday 03-15-23					
Northbound (Run 1)	34.2	59.2	40.0	52.8	50.1
Southbound (Run 1)	22.0	55.5	26.0	49.4	41.6
Wednesday 03-15-23					
Southbound (Run 2)	10.1	62.6	44.6	36.5	33.6
Thursday 03-16-23					
Northbound (Run 1)	35.7	60.3	36.6	52.4	49.7
Southbound (Run 1)	25.0	59.0	32.9	54.3	46.7
Thursday 03-16-23					
Southbound (Run 2)	11.0	58.7	31.9	35.6	32.5
Friday 03-17-23					
Northbound (Run 1)	38.9	56.3	47.7	57.0	53.3
Southbound (Run 1)	32.8	61.0	42.2	49.7	49.2
Friday 03-17-23					
Southbound (Run 2)	43.1	61.1	41.8	53.4	52.5
Highest Speed	**43.1**	**62.6**	**47.7**	**57.0**	**53.3**
Lowest Speed	**10.1**	**55.5**	**26.0**	**35.6**	**32.5**

2023 TRAVEL SPEED DATA (SUPPLEMENTAL RUNS)

	Stock Island 1.0	Boca Chica 2.0	Big Coppitt 3.0	Saddlebunch 4.0	OVERALL
TRAVEL SPEED ANALYSIS					
Mean	28.1	59.3	38.2	49.0	45.5
Median	32.8	59.2	40.0	52.4	49.2
Standard Deviation	11.8	2.3	6.9	7.7	7.8
Highest Speed	43.1	62.6	47.7	57.0	53.3
Lowest Speed	10.1	55.5	26.0	35.6	32.5
95% Confidence Interval	4.4	0.8	2.6	2.9	2.9
Upper Speed	32.5	60.1	40.8	51.9	48.4
Lower Speed	23.7	58.5	35.6	46.2	42.6
LOS ANALYSIS					
Posted Speed	40.1	56.1	46.3	53.6	49.5
Signal Adjustment	N/A	N/A	N/A	N/A	N/A
Level of Service Median	B	A	D	B	B
95% Upper	F	A	D	C	B
95% Lower	B	A	E	D	D
LOS C Standard	22.0	51.6	41.8	49.1	45.0
Reserve	10.8	7.6	-1.8	3.3	4.2

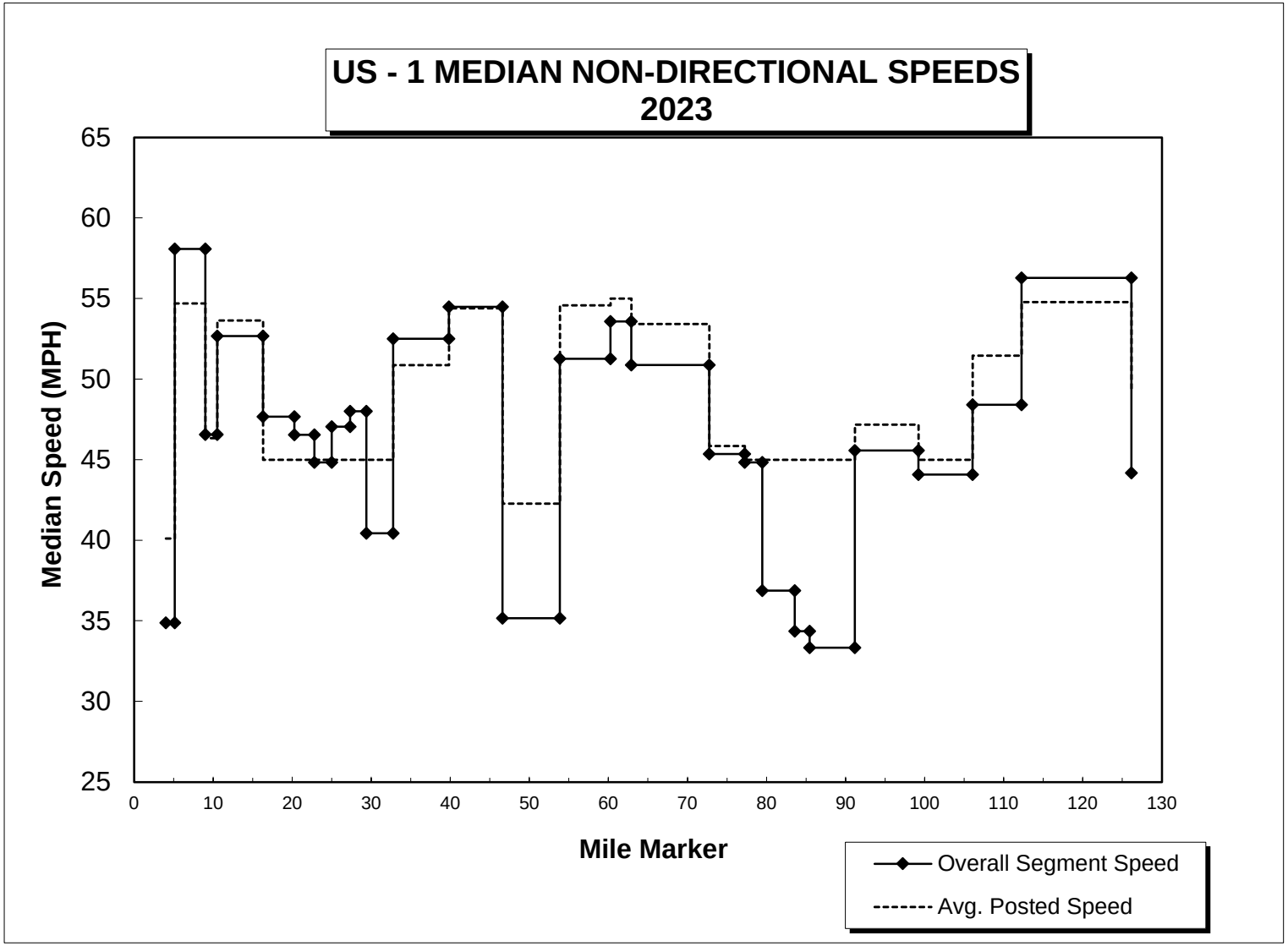
APPENDIX F

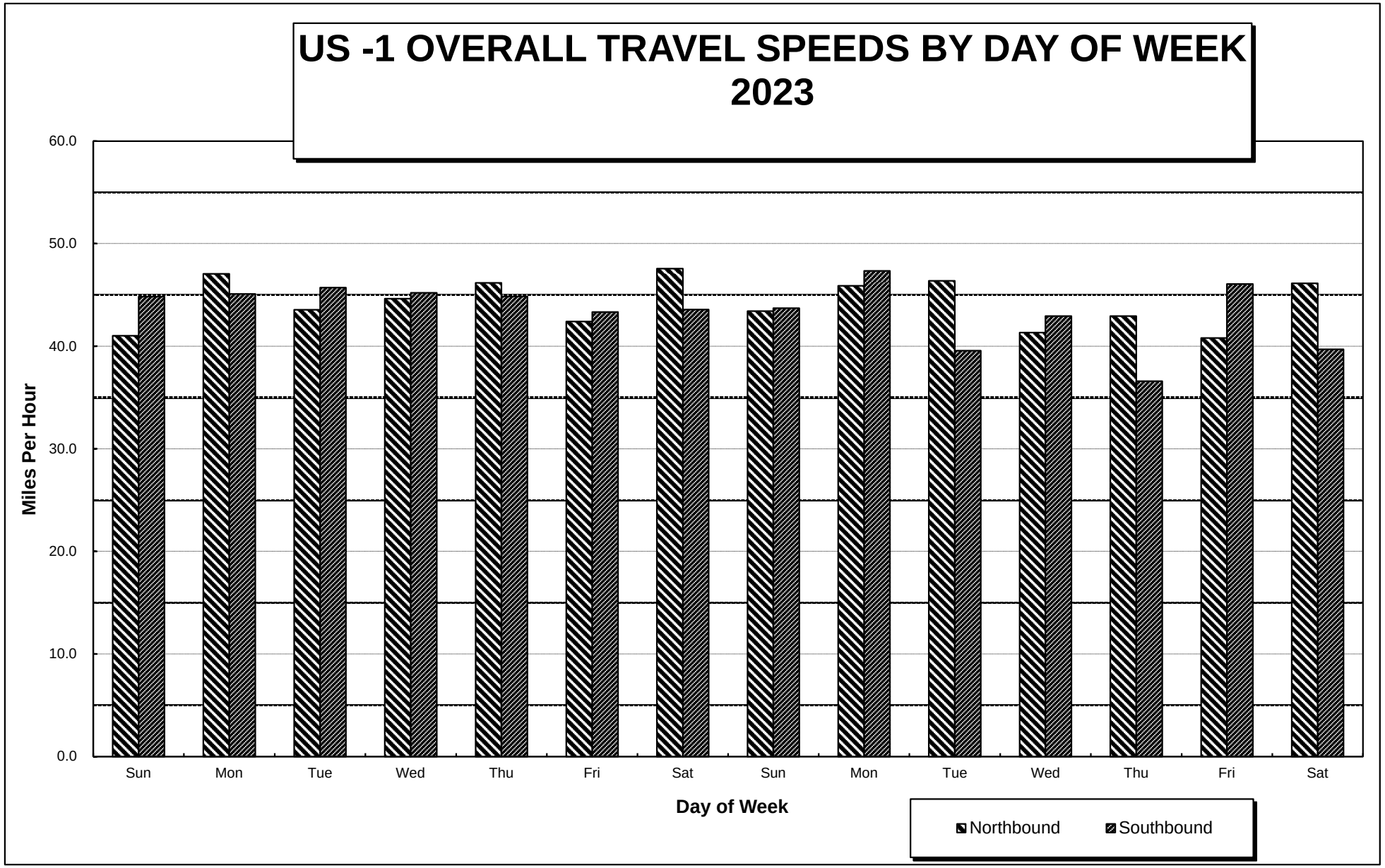
Comparisons of Historical Travel Speed Data

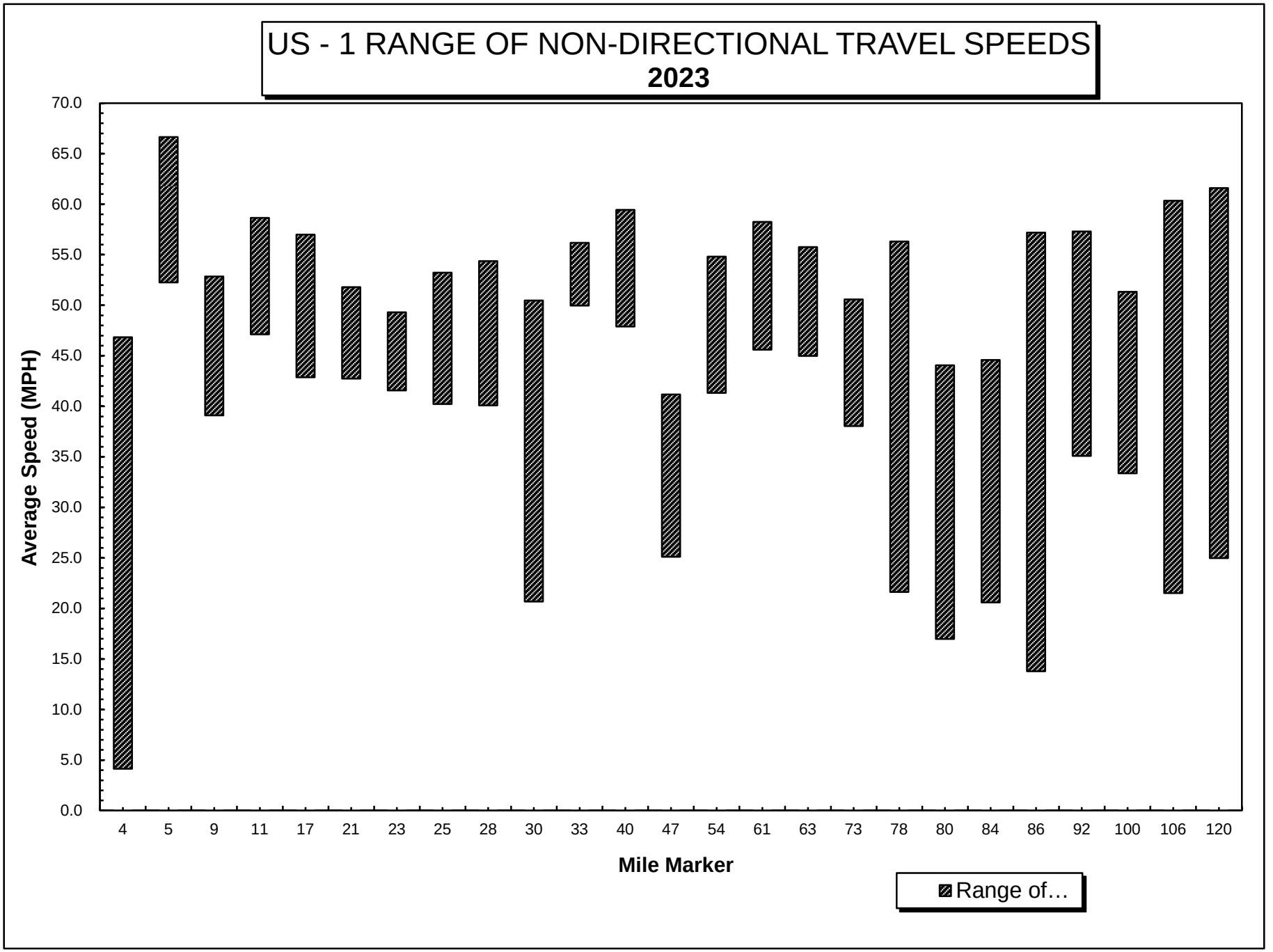
APPENDIX

F

AECOM


US - 1 MEDIAN NON-DIRECTIONAL SPEEDS
2023
Median Speed (MPH)
65
60
55
50
45
40
35
30
25
0
10
20
30
40
50
60
70
80
90
100
110
120
130
Mile Marker
Overall Segment Speed
Avg. Posted Speed


US -1 OVERALL TRAVEL SPEEDS BY DAY OF WEEK
2023
60.0
50.0
40.0
30.0
20.0
10.0
0.0
Miles Per Hour
Sun
Mon
Tue
Wed
Thu
Fri
Sat
Sun
Mon
Tue
Wed
Thu
Fri
Sat
Day of Week
Northbound
Southbound


US - 1 RANGE OF NON-DIRECTIONAL TRAVEL SPEEDS
2023
Average Speed (MPH)
70.0
65.0
60.0
55.0
50.0
45.0
40.0
35.0
30.0
25.0
20.0
15.0
10.0
5.0
0.0
4
5
9
11
17
21
23
25
28
30
33
40
47
54
61
63
73
78
80
84
86
92
100
106
120
Mile Marker
Range of…

COMPARISON OF HISTORICAL TRAVEL SPEED DATA (SHEET 1 OF 2)

	Stock Island 1	Boca Chica 2	Big Coppitt 3	Saddlebunch 4	Sugarloaf 5	Cudjoe 6	Summerland 7	Ramrod 8	Torch 9	Big Pine 10	Bahia Honda 11	7-Mile Bridge 12	Marathon 13	Grassy 14	Duck 15	Long 16	L. Matecumbe 17	Tea Table 18	U. Matecumbe 19	Windley 20	Plantation 21	Tavernier 22	Key Largo 23	Cross 24	Dade 25	Overall
Mean (mph)																										
2023	32.6	58.4	46.0	52.7	47.9	46.8	44.8	47.1	48.2	39.9	52.6	54.1	34.8	50.4	53.3	50.8	45.5	44.1	34.2	34.1	33.4	45.3	44.4	44.2	53.8	43.8
2021	37.3	60.0	46.9	53.5	48.9	48.3	45.8	46.2	48.5	41.2	54.5	53.6	39.6	51.2	52.7	49.5	47.2	44.2	33.8	35.1	32.9	48.3	44.6	45.8	55.7	45.0
2019	33.0	56.1	45.8	51.8	47.8	47.1	45.0	46.4	47.9	41.1	53.7	52.9	38.1	51.2	53.9	51.6	49.4	46.6	34.6	35.5	33.6	44.7	44.0	45.4	52.7	44.4
2017	27.7	59.2	47.4	53.1	47.5	47.7	45.2	46.2	47.7	38.6	53.3	53.6	37.7	51.8	53.6	50.9	50.1	47.7	36.7	38.7	37.6	46.1	43.4	49.1	56.9	45.0
2015	33.1	57.7	46.8	52.2	47.7	46.4	44.4	46.5	47.2	35.2	51.8	52.3	37.6	50.8	50.1	48.3	48.5	45.6	37.0	35.1	36.3	47.2	44.8	50.0	55.1	44.8
2013	33.0	56.4	45.5	52.1	47.1	47.4	44.9	45.9	47.0	39.9	53.6	53.5	35.9	48.9	44.1	50.8	49.3	47.8	40.5	38.3	39.4	47.4	43.6	52.1	57.5	45.7
2012	33.5	56.8	44.9	52.3	46.0	46.4	43.8	46.5	46.6	37.4	52.4	54.1	36.7	51.4	53.3	52.4	49.1	46.4	40.4	41.4	39.2	48.1	45.9	50.9	55.9	46.1
2011	32.9	58.1	44.8	52.5	47.3	47.3	46.1	46.6	47.7	37.8	53.1	55.3	36.5	51.4	53.8	51.8	49.7	49.4	40.8	41.8	41.7	48.8	44.7	52.1	55.2	46.9
2010	32.7	57.4	45.1	51.6	47.9	47.2	45.8	46.4	46.2	39.2	53.8	53.9	36.6	46.3	54.6	52.2	49.6	49.0	40.7	43.4	40.2	47.5	46.1	51.0	49.1	46.6
2009	34.7	56.7	42.2	51.6	46.4	47.4	45.0	47.5	47.5	35.3	51.7	55.2	38.4	49.8	50.4	51.4	51.0	47.8	39.9	39.4	39.2	47.8	46.0	50.7	51.5	46.3
2008	31.4	54.7	44.3	51.7	46.9	46.8	45.5	47.1	46.6	35.0	52.1	54.9	37.8	50.7	53.5	51.8	50.5	49.6	41.9	44.1	41.4	46.8	43.7	38.2	52.0	45.5
2007	33.6	58.3	46.1	52.0	47.1	49.9	45.7	47.9	46.8	36.9	54.3	55.3	37.9	50.9	53.0	51.6	51.2	49.3	41.0	41.0	40.1	49.4	46.4	37.7	54.0	45.6
2006	31.8	57.2	46.5	52.6	48.1	48.3	46.2	46.0	47.5	37.8	53.3	54.2	36.4	50.3	54.6	52.4	49.2	49.5	39.5	40.8	41.7	49.2	45.9	42.6	56.5	45.9
2005	29.5	54.4	44.3	49.7	46.4	47.2	45.4	47.5	46.8	35.1	51.7	54.5	34.4	49.3	51.2	49.4	49.1	47.9	39.8	40.4	38.7	46.6	44.2	43.9	56.0	44.2
Change(1)	-0.4	2.3	0.2	0.9	0.1	-0.2	-0.2	0.7	0.3	-1.2	-1.1	1.2	-3.4	-0.9	-0.6	-0.8	-4.0	-2.5	-0.4	-1.4	-0.2	0.6	0.4	-1.2	1.2	-0.5
Change(2)	-3.0	1.7	0.7	1.2	-1.9	3.6	0.1	-0.7	1.8	1.8	-0.8	1.2	-4.9	-0.7	1.2	0.0	-4.2	-5.3	-6.1	-7.6	-5.1	-3.5	-2.7	-5.5	-2.7	-3.1
Median (mph)																										
2023	34.9	58.1	46.6	52.7	47.7	46.5	44.8	47.0	48.0	40.4	52.5	54.5	35.2	51.3	53.6	50.9	45.3	44.8	36.9	34.4	33.3	45.6	44.1	48.4	56.3	44.2
2021	40.0	59.9	47.5	53.5	48.8	47.9	46.1	46.5	48.8	42.7	54.8	53.2	39.6	51.4	53.2	49.9	48.2	46.6	35.3	39.3	34.7	49.4	45.0	49.1	58.1	45.5
2019	33.0	55.8	46.1	52.0	48.1	47.2	45.2	46.7	48.1	42.4	54.2	53.4	37.9	50.7	53.3	52.0	49.6	46.9	36.4	37.0	35.3	46.9	44.2	50.2	55.9	44.6
2017	29.4	59.6	46.6	53.3	48.3	48.2	45.0	46.1	47.7	39.4	53.7	53.3	37.9	51.6	53.3	50.5	49.8	47.6	39.2	41.0	40.5	47.4	44.4	52.7	57.6	46.0
2015	32.9	58.1	47.2	51.7	47.5	46.9	44.1	46.6	47.5	38.0	52.1	52.6	37.9	51.5	50.1	48.8	48.4	45.7	38.5	37.9	38.5	48.5	44.8	52.0	55.8	45.1
2013	33.1	57.1	46.5	51.2	47.4	48.0	44.9	45.8	47.9	40.1	53.7	54.9	35.8	51.0	47.8	51.2	49.9	47.4	40.2	41.2	41.3	46.9	43.9	52.9	58.3	45.9
2012	32.0	57.0	45.3	52.6	46.4	45.4	44.7	45.8	47.4	39.2	53.5	53.5	36.7	51.0	53.0	52.6	49.2	45.2	40.7	41.3	41.9	48.7	46.9	52.2	57.2	47.0
2011	33.7	58.4	45.9	52.8	46.7	46.8	46.0	46.4	48.0	38.7	53.4	55.1	36.4	51.3	53.7	52.2	49.6	49.2	41.9	42.7	41.5	48.8	44.8	52.4	55.5	47.1
2010	34.0	57.3	43.8	52.3	48.0	47.1	45.9	45.4	46.5	39.7	53.8	53.8	36.7	47.2	54.0	53.1	49.2	49.6	41.4	45.6	41.3	47.7	45.8	50.7	48.9	46.9
2009	34.2	56.7	42.3	52.4	46.8	47.0	44.7	47.6	47.9	37.9	51.7	55.4	38.2	50.3	51.3	51.3	51.4	48.5	40.8	42.2	39.6	48.2	46.0	52.1	51.1	46.6
2008	31.7	55.5	45.7	51.6	47.2	47.7	46.4	47.7	46.6	35.7	52.3	56.1	37.3	50.7	54.4	52.3	51.0	50.0	42.1	43.8	41.9	47.6	44.4	38.3	52.0	46.4
2007	34.6	57.9	45.2	52.2	47.8	48.5	45.6	48.1	47.1	39.0	54.1	55.1	37.7	50.9	52.9	51.3	51.1	49.8	41.4	42.4	41.8	49.9	45.7	37.1	53.9	45.7
2006	31.2	57.7	46.2	52.1	48.1	48.1	45.7	46.3	48.2	38.0	54.3	53.9	36.0	50.3	53.9	52.1	49.0	50.1	40.6	41.4	42.2	49.0	45.9	44.0	56.5	45.9
2005	30.2	55.8	44.7	50.9	46.6	47.8	45.7	47.8	46.8	36.4	52.6	56.6	35.2	49.5	53.6	50.8	50.0	49.9	39.1	41.8	39.4	47.7	44.7	44.4	57.5	45.3
Change(1)	1.8	2.3	0.4	0.7	-0.4	-0.7	-0.4	0.3	-0.1	-1.9	-1.7	1.1	-2.7	0.5	0.2	-1.1	-4.2	-2.0	0.5	-2.6	-1.9	-1.3	-0.2	-1.8	0.4	-0.5
Change(2)	-1.2	2.0	-0.1	0.9	-2.6	3.5	0.0	-1.3	1.5	1.5	-0.8	2.1	-4.5	0.2	1.0	0.2	-5.1	-4.9	-3.2	-9.0	-5.4	-2.6	-2.7	-2.8	-0.5	-2.7
Highest (mph)																										
2023	46.8	66.6	52.8	58.7	57.0	51.8	49.3	53.2	54.4	50.5	56.2	59.4	41.2	54.8	58.3	55.8	50.6	56.3	44.1	44.6	57.2	57.3	51.3	60.3	61.6	47.6
2021	53.2	62.2	56.0	60.0	55.6	55.7	51.1	53.1	53.9	49.5	58.1	62.1	45.2	57.3	60.5	57.8	52.5	53.1	43.5	46.9	44.5	57.9	51.9	57.1	65.9	49.6
2019	47.3	59.9	56.6	56.7	52.6	50.7	50.3	52.7	53.2	52.1	58.6	57.1	46.4	57.4	60.2	58.0	56.5	55.5	44.3	48.9	46.1	52.5	50.0	56.2	60.6	50.5
2017	44.0	60.4	51.5	58.9	51.8	52.6	51.1	52.8	51.0	46.4	57.3	61.0	43.1	57.1	59.2	57.6	56.9	59.4	48.0	48.6	45.2	51.4	49.0	57.4	65.6	49.4
2015	47.1	59.9	55.8	57.5	52.0	51.3	50.8	50.2	52.3	44.6	59.4	58.0	46.5	55.0	57.3	53.9	57.8	55.4	43.4	46.7	46.4	51.9	49.3	57.1	61.4	49.1
2013	45.2	61.0	53.4	58.1	51.6	50.5	49.0	53.4	55.9	56.6	57.0	59.2	42.6	55.0	66.6	56.7	55.7	54.2	45.7	48.6	55.7	53.5	49.9	56.5	62.6	48.4
2012	47.8	64.5	52.7	58.8	51.3	54.8	49.7	51.6	53.1	45.0	59.6	59.9	50.6	57.4	61.2	60.4	56.2	54.1	45.1	62.8	47.5	53.1	51.9	59.4	61.0	49.2
2011	42.0	62.5	53.1	57.8	55.3	55.9	52.1	52.0	52.3	45.4	57.1	61.3	41.1	60.1	64.8	58.4	57.0	59.4	47.4	49.4	54.9	55.3	50.6	58.3	60.0	48.7
2010	46.3	61.5	54.5	58.5	60.9	51.9	52.6	57.8	51.8	46.4	56.0	61.0	42.6	50.5	78.5	57.1	54.8	55.9	45.4	49.3	53.6	51.9	51.0	56.3	53.4	48.4
2009	41.6	61.7	49.9	55.9	53.2	52.6	51.0	52.6	52.4	45.1	56.3	59.3	44.0	54.3	60.4	56.0	55.7	54.4	45.8	55.2	45.2	50.9	51.6	59.2	55.9	48.4
2008	45.4	59.1	49.5	56.2	50.6	51.1	49.2	50.6	52.4	42.9	54.9	58.9	44.4	54.6	57.4	54.8	54.6	59.0	47.5	56.3	46.5	50.7	54.0	50.8	57.4	48.2
2007	47.3	65.9	58.9	57.0	56.5	66.0	54.6	56.7	53.3	55.6	59.0	65.4	43.9	58.4	62.0	60.6	56.0	56.8	47.3	52.0	46.5	54.5	60.0	54.5	62.6	48.3
2006	44.4	60.2	54.7	59.3	57.5	54.0	53.8	53.4	52.2	44.6	58.7	61.0	47.4	57.0	61.8	60.0	56.3	61.5	48.2	51.1	51.0	55.3	52.9	48.7	61.4	48.3
2005	40.9	58.5	49.7	56.1	51.2	51.6	51.9	53.2	53.3	44.4	59.4	64.8	40.3	58.5	57.7	56.1	57.6	57.3	45.5	48.7	45.7	50.2	49.2	55.6	61.0	48.4
Change(1)	-0.4	6.7	-3.7	1.9	4.4	1.1	-1.0	0.5	1.2	-1.7	-2.4	2.4	-5.2	-2.6	-1.9	-2.3	-5.9	0.8	-0.2	-4.3	11.1	4.8	1.3	4.2	1.0	-2.9
Change(2)	1.8	4.0	-1.0	3.5	3.3	1.1	-2.6	0.8	1.8	5.3	-2.8	-1.3	-2.5	-3.2	0.6	-2.2	-5.2	0.2	-4.0	-4.7	13.2	-0.9	-2.1	3.9	-1.5	-1.2
Lowest(mph)																										
2023	4.1	52.3	39.1	47.1	42.9	42.7	41.6	40.2	40.1	20.7	50.0	47.9	25.1	41.3	45.6	45.0	38.0	21.6	17.0	20.6	13.8	35.1	33.4	21.5	25.0	36.6
2021	12.3	57.3	31.8	47.7	40.3	43.7	38.5	36.9	40.7	28.8	49.9	43.1	33.8	45.7	46.2	40.4	21.5	18.0	16.0	18.0	7.1	34.5	36.3	26.0	24.2	35.5
2019	5.3	50.6	37.2	46.9	40.8	40.7	34.2	38.5	44.1	12.4	37.3	46.0	30.1	47.2	45.2	46.1	42.3	34.4	14.7	17.7	16.5	19.7	31.7	17.3	16.8	37.8
2017	4.0	56.3	41.5	47.4	41.3	42.6	34.1	28.8	42.9	13.9	46.8	48.2	29.5	47.2	46.3	42.7	42.0	29.8	8.7	13.4	7.2	30.4	33.8	19.7	46.3	34.8
2015	8.6	50.9	39.2	47.3	44.1	41.1	37.8	41.4	35.9	15.2	47.1	43.2	27.6	42.3	45.1	42.9	44.3	39.2	14.7	14.4	16.1	35.6	39.0	26.2	25.6	39.4
2013	22.0	45.8	28.5	47.8	42.7	41.8	38.8	35.3	36.7	22.6	48.0	34.5	30.1	21.2	18.9	41.0	42.0	36.1	33.9	12.2	25.2	38.4	31.7	35.5	50.5	41.2
2012	21.3	40.1	34.0	43.6	40.4	42.2	34.8	41.1	31.4	20.2	13.9	48.4	25.6	44.1	48.2	46.6	36.2	38.6	34.5	27.7	2.8	33.2	34.6	36.1	38.1	35.6
2011	20.1	52.4	16.7	45.8	41.0	43.1	41.6	41.1	42.7	16.5	48.3	49.1	31.2	46.0	44.4	43.1	42.5	38.2	31.9	28.7	22.7	41.1	39.1	41.0	48.9	41.9
2010	11.9	53.6	34.1	38.2	43.2	42.6	40.8	41.0	39.9	32.0	49.9	46.8	29.3	32.5	49.5	45.1	45.2	41.7	23.7	18.9	16.0	41.8	42.6	47.1	45.3	42.7
2009	24.6	51.1	35.1	44.4	28.0	43.1	36.3	42.5	43.4	12.9	47.9	49.4	33.5	44.3	38.9	46.8	42.1	39.2	31.2	15.3	30.1	42.8	40.2	36.1	48.3	42.6
2008	20.8	46.6	33.1	44.4	37.2	30.0	23.0	35.0	37.0	8.9	46.9	46.3	31.1	44.0	47.7	47.8	45.6	40.9	35.2	37.6	25.8	37.0	33.7	22.0	48.1	38.5
2007	14.5	51.3	40.0	43.6	38.6	46.1	38.8	40.3	30.3	9.9	49.7	49.8	30.0	45.8	45.5	47.2	45.3	35.4	30.3	21.9	24.0	31.4	38.6	24.9	45.5	41.1
2006	22.0	53.2	34.6	45.0	41.8	44.8	42.3	31.7	39.0	27.8	31.0	45.9	30.1	42.5	50.1	47.5	42.5	40.9	15.5	11.6	29.6	45.1	39.5	32.0	49.1	40.8
2005	7.4	36.8	35.9	36.8	36.8	36.8	36.8	36.8	36.8	22.1	36.8	36.8	17.1	36.8	21.5	36.8	36.8	36.8	35.7	15.1	30.9	36.8	36.8	20.7	36.8	36.8
Change(1)	-1.2	1.7	1.9	0.2	2.0	2.0	7.3	1.7	-4.0	8.3	12.7	1.9	-5.0	-5.9	0.4	-1.1	-4.3	-12.8	2.2	2.9	-2.7	15.4	1.7	4.2	8.2	-1.3
Change(2)	-23.2	-1.8	18.4	3.0	0.0	6.5	2.8	-1.4	-1.8	-3.9	1.1	2.7	-11.4	3.6	0.0	-0.3	-4.7	-21.0	-18.7	-7.7	-19.3	-10.0	-7.4	-13.6	-27.0	-6.8
Level of Service																										
2023	B	A	B	B	A	A	B	A	A	B	A	B	A	C	B	C	B	B	E	E	D	A	A	C	N/A	D
2021	A	A	B	B	A	A	B	A	A	A	A	B	A	C	C	C	C	A	E	D	C	A	A	C	N/A	C
2019	B	B	B	C	A	A	B	A	A	B	A	B	A	C	C	B	C	D	E	E	D	A	A	B	N/A	D
2017	B	A	B	B	A	A	B	B	A	C	B	B	A	C	C	C	C	D	D	C	B	A	A	B	N/A	C
2015	B	A	B	C	A	A	B	A	A	C	B	C	A	C	B	B	D	D	C	C	C	A	A	B	N/A	C
2013	B	A	B	C	A	A	B	B	A	B	B	B	A	C	D	C	D	E	D	C	B	A	A	B	N/A	C
2012	B	A	C	B	C	B	B	B	A	C	B	C	A	C	C	B	D	E	C	C	B	A	A	A	N/A	C
2011	B	A	C	B	B	B	B	B	A	C	B	B	A	C	B	B	D	D	C	C	B	A	A	A	N/A	C
2010	B	A	D	C	C	A	B	B	A	C	A	B	A	D	B	B	D	D	C	A	B	A	A	A	N/A	C
2009	B	A	D	C	D	B	B	A	A	C	B	B	A	C	C	C	C	D	C	A	C	A	A	A	N/A	C
2008	B	B	C	C	D	A	B	A	A	D	B	B	A	C	B	B	C	D	C	A	B	A	A	E	N/A	C
2007	B	A	C	C	C	A	B	A	A	C	A	B	A	C	C	C	C	D	C	A	B	A	A	E	N/A	C
2006	B	A	C	C	C	A	B	B	A	C	A	B	A	C	B	B	D	C	C	A	B	A	A	C	N/A	C
2005	B	A	D	C	D	A	B	A	A	D	B	A	A	D	B	C	D	D	D	A	C	A	A	D	N/A	C
Reserve (mph)																										
2023	12.9	7.9	4.7	3.5	13.6	6.0	4.3	6.5	7.5	5.2	6.1	4.6	13.2	3.3	3.1	2.0	4.0	4.3	-3.6	-6.1	-1.8	8.6	8.8	1.5	N/A	-0.8
2021	18.0	9.7	5.6	4.3	15.1	7.4	5.6	6.0	8.3	8.1	6.9	3.3	17.6	3.4	2.7	1.0	0.2	6.1	-5.2	-1.2	2.0	9.8	9.9	2.2	N/A	0.5
2019	11.0	5.6	4.9	2.9	12.1	6.7	4.7	6.2	7.6	5.9	6.3	3.5	15.9	2.1	2.8	3.1	0.1	-1.5	-4.1	-3.5	-2.6	6.2	6.9	3.3	N/A	-0.4
2017	7.4	9.4	5.4	4.2	12.3	7.7	4.5	5.6	7.2	2.3	5.8	3.2	15.9	3.1	2.8	1.5	0.3	-1.9	-1.3	0.5	3.4	6.7	7.1	5.7	N/A	1.0
2015	10.9	8.0	5.2	2.6	11.4	6.4	3.6	6.1	7.0	0.7	4.7	2.4	15.9	3.1	4.0	3.6	-1.2	-1.1	2.2	1.2	1.1	7.9	7.6	4.6	N/A	0.1
2013	11.1	7.0	4.5	2.1	11.3	7.5	4.4	5.3	7.4	3.2	5.8	4.9	13.8	2.5	-2.7	2.3	-0.6	-3.1	-1.7	0.7	4.4	6.2	6.6	5.9	N/A	0.9
2012	10.0	7.4	0.2	3.0	2.9	4.4	4.2	5.3	6.9	2.1	5.8	3.0	14.7	2.6	2.5	3.6	-1.3	-4.9	0.2	0.8	5.1	8.2	10.6	4.9	N/A	2.0
2011	11.7	8.8	0.7	3.2	3.2	5.8	5.5	5.9	7.5	1.5	5.8	4.6	14.4	2.9	3.2	3.2	-0.9	-0.9	1.4	2.2	4.6	8.4	8.2	5.2	N/A	2.1
2010	12.0	7.7	-1.3	2.7	0.3	6.0	5.4	4.9	6.0	2.7	6.2	3.3	14.7	-2.8	3.5	4.2	-1.3	-0.5	0.9	5.1	3.0	7.2	8.1	3.5	N/A	1.9
2009	12.2	7.1	-2.8	2.8	-0.9	5.9	4.2	7.1	7.4	0.6	4.1	4.9	16.2	0.4	0.8	2.3	0.9	-1.6	0.3	1.7	1.1	7.7	8.4	4.8	N/A	1.6
2008	9.7	5.9	0.6	2.0	-0.4	6.6	5.9	7.2	6.1	-2.0	4.7	5.6	15.3	0.8	3.9	3.3	0.5	-0.1	1.6	3.3	3.6	7.1	6.6	-9.0	N/A	1.4
2007	12.6	8.3	0.1	2.6	0.2	7.5	5.1	7.6	6.6	2.0	6.5	4.6	15.7	1.0	2.4	2.3	0.6	-0.2	0.9	1.9	4.9	9.6	9.1	-10.1	N/A	0.7
2006	9.2	8.1	1.1	2.5	0.5	7.1	5.2	5.8	7.7	1.0	6.7	3.4	14.0	0.4	3.4	3.1	-1.5	0.1	0.1	8.6	5.3	8.7	9.3	-3.3	N/A	0.9
2005	8.2	6.2	-0.5	1.3	-1.1	6.8	5.2	7.3	6.3	-0.6	5.0	6.1	13.2	-0.4	3.1	1.8	-0.5	-0.2	-1.4	9.0	2.5	7.4	8.1	-2.8	N/A	0.3
Change(1)	1.8	2.3	-0.2	0.7	1.5	-0.7	-0.4	0.3	-0.1	-0.6	-0.1	1.1	-2.7	1.2	0.2	-1.1	3.9	5.8	0.5	-2.6	0.9	2.4	1.8	-1.8	N/A	-1.8
Change(2)	-1.2	2.3	3.5	2.2	11.8	3.5	0.0	-1.3	1.5	4.9	2.0	-2.3	-4.5	1.7	1.0	0.8	4.1	5.1	-3.2	-9.0	-1.1	2.1	1.8	-3.3	N/A	-2.7

(1) - Change = 2023 - 2021 (2) - Change = 2023 - 1992

COMPARISON OF HISTORICAL TRAVEL SPEED DATA (SHEET 2 OF 2)

	Stock Island 1	Boca Chica 2	Big Coppitt 3	Saddlebunch 4	Sugarloaf 5	Cudjoe 6	Summerland 7	Ramrod 8	Torch 9	Big Pine 10	Bahia Honda 11	7-Mile Bridge 12	Marathon 13	Grassy 14	Duck 15	Long 16	L. Matecumbe 17	Tea Table 18	U. Matecumbe 19	Windley 20	Plantation 21	Tavernier 22	Key Largo 23	Cross 24	Dade 25	Overall
Mean (mph)																										
2004	31.8	57.5	46.2	52.5	48.1	47.5	46.3	46.2	48.4	37.2	52.5	52.7	34.9	50.1	54.1	52.7	50.1	48.6	41.4	39.4	38.5	48.1	45.2	45.7	57.6	45.1
2003	35.7	56.8	45.3	52.4	47.8	47.2	45.4	46.7	47.1	38.2	54.4	54.2	36.8	50.0	52.6	51.5	49.5	48.6	41.1	39.6	40.5	50.1	48.3	47.4	57.9	45.9
2002	34.0	56.6	45.8	51.5	48.0	47.9	44.4	44.3	44.2	32.3	51.1	51.8	36.1	50.3	54.3	52.4	50.7	49.2	41.6	38.9	40.1	48.9	46.1	48.3	55.3	45.8
2001	35.3	59.4	48.2	53.5	49.0	48.4	44.7	47.3	47.0	31.5	54.7	53.9	37.9	50.8	53.8	54.4	51.4	50.4	40.5	37.5	41.3	49.8	47.4	48.4	58.1	46.4
2000	31.9	58.6	47.0	53.2	48.8	49.0	45.0	47.4	45.4	35.1	52.7	52.6	38.0	51.0	53.8	52.2	50.7	50.2	39.9	37.7	37.5	48.9	46.4	42.3	57.8	45.7
1999	28.5	57.1	45.8	52.7	51.0	47.5	44.9	47.1	46.8	34.1	52.7	52.5	37.4	49.8	53.1	51.4	50.5	49.8	41.0	37.5	42.2	49.0	46.8	49.1	57.9	46.2
1998	28.8	57.3	46.4	52.1	50.0	48.2	44.7	47.1	46.3	33.3	52.7	52.8	38.2	51.6	52.1	50.9	50.2	48.8	40.8	36.7	38.4	48.9	47.2	48.4	58.2	45.9
1997	32.4	58.4	47.2	53.1	50.2	48.9	45.6	47.1	46.2	35.4	53.5	51.7	40.5	52.0	53.0	52.2	50.8	49.5	41.7	35.0	40.5	49.9	46.6	45.8	58.4	46.7
1996	31.5	57.2	48.2	52.9	50.1	47.8	44.9	48.1	46.9	35.8	53.7	52.4	39.1	51.7	53.6	50.3	51.0	48.9	41.2	38.4	40.5	49.6	46.4	47.7	56.2	46.8
1995	35.5	57.8	47.4	52.5	50.9	47.5	44.4	46.8	46.4	34.6	53.5	52.2	39.5	51.3	51.1	51.5	50.9	49.2	41.8	40.2	41.7	49.7	49	50.6	57.9	47.4
1994	35.9	57.7	47.2	51.7	50.9	49.0	45.4	47.5	46.8	35.0	53.2	52.1	39.3	50.9	53.5	51.2	50.2	50.1	41.6	39.3	41.6	49.7	48.6	49.3	57.2	46.7
1993	36.7	57.9	47.8	53.0	50.8	49.1	44.9	48.8	47.3	35.4	53.0	51.2	40.4	52.0	53.2	52.0	50.9	49.6	41.8	41.1	42.2	49.3	47.5	49.7	57.3	47.2
1992	35.6	56.7	45.3	51.5	49.8	43.2	44.7	47.8	46.4	38.1	53.4	52.9	39.7	51.1	52.1	50.8	49.7	49.4	40.3	41.7	38.5	48.8	47.1	49.7	56.5	46.9
Change(1)	-0.4	2.3	0.2	0.9	0.1	-0.2	-0.2	0.7	0.3	-1.2	-1.1	1.2	-3.4	-0.9	-0.6	-0.8	-4.0	-2.5	-0.4	-1.4	-0.2	0.6	0.4	-1.2	1.2	-0.5
Change(2)	-3.0	1.7	0.7	1.2	-1.9	3.6	0.1	-0.7	1.8	1.8	-0.8	1.2	-4.9	-0.7	1.2	0.0	-4.2	-5.3	-6.1	-7.6	-5.1	-3.5	-2.7	-5.5	-2.7	-3.1
Median (mph)																										
2004	32.0	58.2	46.1	53.7	48.3	48.1	46.4	46.4	47.6	38.4	52.5	53.1	35.2	50.3	54.4	52.9	50.5	49.0	40.9	41.8	40.0	48.3	45.5	45.0	58.4	45.4
2003	35.8	58.0	46.1	52.3	48.3	47.5	45.3	46.7	47.2	39.7	54.2	54.3	38.2	50.9	53.0	52.3	50.1	49.2	41.4	42.2	41.3	49.9	48.4	47.7	58.9	46.1
2002	33.3	57.1	45.7	51.3	47.9	48.1	45.6	47.3	46.7	35.4	53.2	52.4	35.8	50.7	54.0	52.5	51.5	50.0	41.2	41.2	42.3	48.6	45.4	51.1	57.5	47.1
2001	34.6	59.6	48.6	53.0	49.2	47.6	44.9	47.5	47.6	32.9	54.7	53.2	37.7	51.3	55.1	54.5	51.3	50.0	41.2	39.5	42.5	49.7	47.5	48.9	58.5	46.9
2000	30.5	58.4	46.9	53.5	49.4	48.7	45.3	47.1	47.1	35.8	53.0	52.4	38.2	50.8	53.5	52.5	50.7	50.3	41.2	39.5	39.0	48.8	46.8	47.7	58.2	46.4
1999	27.3	57.0	45.5	52.8	51.4	47.6	45.2	47.8	47.7	34.1	52.1	52.6	37.4	50.7	53.1	52.1	50.4	49.6	41.6	38.4	42.0	49.1	45.7	50.5	57.6	46.7
1998	30.1	57.3	46.0	52.6	50.0	48.2	45.0	47.0	46.6	33.9	52.6	52.6	37.6	52.3	52.5	51.4	50.2	48.6	40.6	38.3	41.4	48.8	47.3	52.7	58.4	45.7
1997	32.6	58.5	46.1	53.4	49.9	48.5	45.1	47.6	46.8	36.7	53.2	52.8	40.1	51.9	52.4	52.3	51.3	50.7	42.0	38.4	41.6	50.5	47.4	49.1	58.8	46.5
1996	30.7	57.3	48.0	52.4	49.3	47.7	45.0	48.8	46.7	37.0	53.9	52.5	38.9	52.0	53.7	51.0	51.6	48.6	41.2	41.2	42.6	49.3	46.0	50.7	56.8	47.1
1995	34.7	57.3	47.5	52.2	50.9	47.4	44.5	47.3	46.4	35.1	53.6	51.8	39.3	51.0	51.5	51.2	51.9	49.5	41.7	41.1	43.1	49.6	48.6	52.2	58.2	47.8
1994	36.2	57.6	47.5	52.4	51.4	48.9	45.6	46.9	47.3	36.0	53.0	52.1	39.2	51.8	52.4	51.6	50.3	50.3	42.0	40.9	42.6	49.9	48.7	50.2	57.6	47.3
1993	37.1	57.9	48.2	53.3	51.1	49.2	45.3	49.4	47.4	37.7	53.5	51.3	40.5	52.7	53.9	51.4	50.7	49.1	41.9	41.4	43.7	49.2	47.6	50.6	57.3	47.4
1992	36.1	56.1	46.7	51.8	50.3	43.0	44.8	48.3	46.5	38.9	53.3	52.4	39.7	51.1	52.6	50.7	50.4	49.7	40.1	43.4	38.7	48.2	46.8	51.2	56.8	46.9
Change(1)	1.8	2.3	0.4	0.7	-0.4	-0.7	-0.4	0.3	-0.1	-1.9	-1.7	1.1	-2.7	0.5	0.2	-1.1	-4.2	-2.0	0.5	-2.6	-1.9	-1.3	-0.2	-1.8	0.4	-0.5
Change(2)	-1.2	2.0	-0.1	0.9	-2.6	3.5	0.0	-1.3	1.5	1.5	-0.8	2.1	-4.5	0.2	1.0	0.2	-5.1	-4.9	-3.2	-9.0	-5.4	-2.6	-2.7	-2.8	-0.5	-2.7
Highest (mph)																										
2004	59.7	62.4	56.9	61.4	54.0	51.8	63.5	52.6	65.2	45.4	59.0	59.5	41.5	55.8	58.9	56.8	56.8	56.2	48.5	50.9	43.9	52.8	53.4	55.6	62.4	47.9
2003	44.7	65.4	56.6	59.1	52.9	55.1	49.2	51.7	63.6	45.9	57.7	64.6	44.2	53.4	61.4	61.8	56.1	56.1	45.7	50.7	47.0	59.2	55.9	59.0	64.7	49.0
2002	44.8	64.1	59.2	56.2	55.2	53.6	51.4	52.1	52.4	43.6	56.9	58.5	51.7	54.5	61.8	58.3	56.7	57.8	52.1	53.8	53.2	53.7	50.9	55.0	64.4	49.3
2001	57.8	69.0	57.3	68.7	54.1	55.8	52.8	54.8	62.2	40.4	64.1	61.7	44.8	56.9	58.3	58.7	59.0	62.5	48.6	47.0	74.0	55.6	52.4	61.3	62.8	49.4
2000	45.5	66.6	57.2	61.1	54.8	57.7	51.0	56.6	54.0	44.7	57.5	57.3	43.6	56.1	59.0	56.0	56.1	71.7	44.3	50.5	46.0	53.9	52.6	55.6	64.5	49.0
1999	45.1	64.2	53.2	60.5	57.2	54.7	49.2	52.3	52.9	41.4	58.1	59.3	43.9	59.4	60.1	58.1	55.7	58.5	44.5	50.2	50.8	52.4	51.8	59.3	63.1	48.4
1998	37.6	66.1	57.1	59.2	57.0	55.5	49.8	53.5	53.7	43.9	56.6	59.9	45.7	56.2	56.6	57.3	56.9	57.6	47.2	47.8	51.5	52.0	51.7	59.1	62.4	48.8
1997	51.8	62.1	68.0	61.1	58.9	57.4	52.1	60.6	52.6	49.6	59.5	60.3	46.2	61.0	61.4	58.1	54.0	55.6	45.1	59.9	60.4	52.5	48.9	61.1	63.0	50.7
1996	42.4	64.9	55.7	61.6	58.5	54.5	50.5	52.2	54.9	42.9	60.3	61.5	45.8	56.5	59.9	57.0	55.1	56.0	45.8	46.8	47.1	53.9	50.6	63.1	62.4	49.7
1995	48.3	63.0	53.6	61.8	63.1	54.6	50.4	53.7	51.9	44.0	57.1	60.4	44.7	56.9	59.2	56.8	56.8	55.1	46.2	47.6	48.0	54.2	55.3	59.1	63.4	50.1
1994	48.2	61.5	54.7	57.9	55.5	54.4	49.5	55.7	54.5	41.2	56.7	59.1	44.5	55.2	69.6	56.4	57.3	56.5	45.0	46.6	48.1	53.4	52.7	58.6	63.5	50.1
1993	44.1	63.2	55.3	59.9	55.9	56.3	49.6	54.5	55.2	44.9	56.5	58.6	45.1	55.8	58.2	57.0	59.1	60.4	45.5	47.3	47.5	53.2	51.1	56.9	61.2	49.7
1992	45.0	62.6	53.8	55.2	53.7	50.7	51.9	52.4	52.6	45.2	59.0	60.7	43.7	58.0	57.7	58.0	55.8	56.1	48.1	49.3	44.0	58.2	53.4	56.4	63.1	48.8
Change(1)	-0.4	6.7	-3.7	1.9	4.4	1.1	-1.0	0.5	1.2	-1.7	-2.4	2.4	-5.2	-2.6	-1.9	-2.3	-5.9	0.8	-0.2	-4.3	11.1	4.8	1.3	4.2	1.0	-2.9
Change(2)	1.8	4.0	-1.0	3.5	3.3	1.1	-2.6	0.8	1.8	5.3	-2.8	-1.3	-2.5	-3.2	0.6	-2.2	-5.2	0.2	-4.0	-4.7	13.2	-0.9	-2.1	3.9	-1.5	-1.2
Lowest(mph)																										
2004	19.5	48.9	22.9	25.7	41.5	26.3	31.0	30.6	43.7	9.6	34.1	45.3	26.9	43.2	47.5	46.1	37.9	41.2	31.4	26.7	21.6	43.4	32.3	29.0	49.8	39.3
2003	26.1	44.6	31.8	45.5	40.8	37.3	40.8	40.5	31.4	24.8	46.7	42.2	28.1	42.6	42.5	42.8	40.7	26.2	27.8	21.2	25.7	44.3	40.6	23.7	48.4	41.5
2002	23.5	48.0	37.9	48.7	38.5	42.3	23.1	7.6	8.0	8.5	20.4	43.8	25.6	44.0	47.9	46.4	39.7	28.6	32.5	19.3	27.9	44.3	38.7	17.9	19.9	39.2
2001	21.2	53.0	39.5	46.6	42.6	42.1	38.5	38.7	8.0	16.2	46.6	46.8	32.4	44.5	43.7	47.2	43.7	43.1	28.1	16.2	12.8	44.8	41.5	32.3	50.8	40.3
2000	21.5	54.2	26.5	43.2	38.3	43.3	38.0	39.9	10.4	21.6	47.7	47.5	31.3	46.5	48.9	46.4	44.5	35.6	29.8	15.7	23.1	44.1	36.6	17.5	47.6	40.2
1999	19.7	50.6	37.4	41.4	41.7	37.8	39.1	38.9	38.3	23.2	48.0	44.0	29.6	14.9	43.1	31.6	44.4	43.1	32.9	16.5	30.2	42.5	42.0	37.0	51.9	39.3
1998	12.8	51.1	40.2	45.7	44.9	42.5	37.5	41.9	33.0	11.6	48.4	46.1	31.7	42.5	45.5	41.9	42.8	39.9	31.9	7.6	23.4	45.6	40.8	22.8	49.6	41.5
1997	8.1	54.3	33.5	42.4	42.4	42.1	40.3	37.0	35.7	14.2	49.9	42.4	35.0	46.8	47.9	47.8	44.3	34.1	35.8	11.6	23.1	46.3	41.3	23.9	49.4	42.9
1996	17.0	51.8	40.2	46.0	44.3	42.9	39.3	40.2	40.5	20.3	42.1	44.6	34.7	47.5	47.4	36.3	41.7	41.3	36.9	13.7	19.9	43.4	42.5	29.3	43.2	42.5
1995	25.2	54.0	41.2	43.0	45.6	40.1	35.9	30.5	40.3	9.0	49.3	46.5	34.2	46.6	37.8	46.9	42.0	38.7	34.6	19.2	30.9	39.1	45.6	34.4	49.7	42.7
1994	27.3	53.0	40.1	39.0	42.8	42.0	41.5	42.7	19.0	13.6	48.4	43.6	31.4	37.1	47.4	45.1	44.2	40.7	35.6	28.6	28.5	45.4	44.5	40.3	50.6	40.1
1993	27.4	53.2	34.3	48.8	42.8	39.7	36.7	39.5	26.3	8.5	48.3	41.2	35.7	46.5	47.0	47.1	43.9	42.7	37.6	31.6	25.7	46.6	44.1	39.1	53.0	40.9
1992	27.3	54.1	20.7	44.1	42.9	36.2	38.8	41.6	41.9	24.6	48.9	45.2	36.5	37.7	45.6	45.3	42.7	42.6	35.7	28.3	33.1	45.1	40.8	35.1	52.0	43.4
Change(1)	-1.2	1.7	1.9	0.2	2.0	2.0	7.3	1.7	-4.0	8.3	12.7	1.9	-5.0	-5.9	0.4	-1.1	-4.3	-12.8	2.2	2.9	-2.7	15.4	1.7	4.2	8.2	-1.3
Change(2)	-23.2	-1.8	18.4	3.0	0.0	6.5	2.8	-1.4	-1.8	-3.9	1.1	2.7	-11.4	3.6	0.0	-0.3	-4.7	-21.0	-18.7	-7.7	-19.3	-10.0	-7.4	-13.6	-27.0	-6.8
Level of Service																										
2004	B	A	C	B	C	A	B	B	A	C	B	C	A	C	B	B	C	D	C	A	C	A	A	D	N/A	C
2003	A	A	C	C	C	A	B	A	A	C	A	B	A	C	C	B	D	D	C	A	B	A	A	D	N/A	C
2002	B	A	C	C	C	A	B	A	A	D	B	C	A	C	B	B	C	D	C	A	B	A	A	B	N/A	C
2001	B	A	B	B	C	A	B	A	A	E	A	A	A	C	B	B	C	D	C	B	B	A	A	C	N/A	C
2000	B	A	C	B	C	A	B	A	A	D	B	A	A	C	C	B	C	C	C	B	C	A	A	C	N/A	C
1999	C	A	C	B	B	A	B	A	A	E	B	A	A	C	C	B	D	D	C	B	B	A	A	B	N/A	C
1998	B	A	C	C	C	A	B	A	A	E	B	A	A	C	C	C	D	D	C	B	B	A	A	B	N/A	C
1997	B	A	B	B	B	A	B	A	A	D	B	A	A	C	C	B	C	C	C	B	B	A	A	B	N/A	C
1996	B	A	A	C	B	A	B	A	A	D	A	A	A	C	B	C	C	C	C	C	C	A	B	B	N/A	C
1995	B	A	C	C	C	A	B	A	B	E	B	A	A	C	C	C	C	D	C	C	C	A	A	B	N/A	C
1994	A	A	C	C	C	A	B	A	A	E	B	A	A	C	C	C	D	D	C	C	C	A	A	B	N/A	C
1993	A	A	C	C	C	A	B	A	A	D	B	B	A	B	B	C	C	D	C	C	B	A	A	B	N/A	C
1992	A	B	C	C	C	C	B	A	A	C	B	A	A	C	C	C	D	D	D	C	D	A	A	B	N/A	C
Reserve (mph)																										
2004	10.0	8.6	1.0	4.1	0.7	7.0	5.9	5.9	7.1	1.4	4.9	2.6	13.2	0.4	3.9	4.0	0.0	-1.1	0.4	9.0	3.1	8.0	8.9	-2.3	N/A	0.4
2003	13.8	8.4	0.9	2.7	0.6	6.5	4.8	6.2	6.7	2.7	6.6	3.8	16.2	1.0	2.5	3.3	-0.4	-0.9	0.9	9.4	4.4	9.6	11.8	0.4	N/A	1.1
2002	11.3	7.5	0.5	1.7	0.3	7.1	5.1	6.8	6.2	-2.3	5.6	1.9	13.8	0.8	3.5	3.6	1.0	-0.1	0.7	8.0	5.6	8.1	8.3	3.8	N/A	2.1
2001	12.6	10.0	3.4	3.4	1.5	6.5	4.4	7.0	7.1	-5.2	7.1	7.7	15.7	1.4	4.6	5.5	0.8	-0.1	0.7	5.7	5.8	9.3	10.7	1.6	N/A	1.9
2000	8.5	8.8	1.7	3.9	1.7	7.6	4.8	6.6	6.6	-1.9	5.4	6.9	16.2	0.9	3.0	3.6	0.2	0.2	0.7	5.7	1.7	8.4	9.9	0.5	N/A	1.4
1999	5.3	7.4	0.3	3.2	3.8	6.5	4.7	7.3	7.2	-3.8	4.4	7.1	15.4	0.8	2.6	3.2	-0.1	-0.5	1.1	4.2	5.2	8.7	8.6	3.2	N/A	1.7
1998	8.1	7.7	0.8	3.0	2.3	7.1	4.5	6.5	6.1	-4.1	4.9	7.1	15.6	2.4	2.0	2.4	-0.3	-1.5	0.1	3.1	4.4	11.1	11.2	5.4	N/A	0.7
1997	10.6	8.0	5.6	3.7	5.6	8.0	4.6	7.1	6.3	-0.8	5.3	7.3	18.1	2.9	1.9	3.3	0.8	2.7	1.5	4.2	3.6	8.6	10.6	3.2	N/A	1.5
1996	8.7	6.8	7.5	2.7	5.0	7.2	4.5	8.3	6.2	-1.7	6.0	7.0	16.9	3.0	3.2	2.0	1.1	0.6	0.7	2.4	4.3	6.9	7.5	4.8	N/A	2.1
1995	12.7	6.8	2.0	1.7	2.4	6.9	4.0	6.8	5.9	-3.8	5.7	6.3	17.3	1.5	1.0	1.7	1.4	-1.0	1.2	0.6	4.0	7.9	8.8	5.8	N/A	2.8
1994	14.2	7.1	2.0	1.9	2.9	8.4	5.1	6.4	6.8	-2.7	5.1	6.6	17.2	2.3	1.9	2.1	-0.2	-0.2	1.5	0.4	5.0	8.2	8.9	3.8	N/A	2.3
1993	15.1	7.4	2.7	2.8	2.6	8.7	4.8	8.9	6.9	-1.0	4.3	5.8	18.5	3.2	3.4	1.9	0.2	-1.4	1.4	0.9	4.6	7.5	7.8	4.2	N/A	2.4
1992	14.1	5.6	1.2	1.3	1.8	2.5	4.3	7.8	6.0	0.3	4.1	6.9	17.7	1.6	2.1	1.2	-0.1	-0.8	-0.4	2.9	-0.7	6.5	7.0	4.8	N/A	1.9
Change(1)	1.8	2.3	-0.2	0.7	1.5	-0.7	-0.4	0.3	-0.1	-0.6	-0.1	1.1	-2.7	1.2	0.2	-1.1	3.9	5.8	0.5	-2.6	0.9	2.4	1.8	-1.8	N/A	-1.8
Change(2)	-1.2	2.3	3.5	2.2	11.8	3.5	0.0	-1.3	1.5	4.9	2.0	-2.3	-4.5	1.7	1.0	0.8	4.1	5.1	-3.2	-9.0	-1.1	2.1	1.8	-3.3	N/A	-2.7

(1) - Change = 2023 - 2019 (2) - Change = 2023 - 1992

APPENDIX G

2023 Level of Service and Reserve Capacity

APPENDIX G

AECOM

2023 LEVEL OF SERVICE AND RESERVE CAPACITY

SEGMENT	LENGTH (miles)	FACILITY TYPE	POSTED SPEED		ADJ. FOR SIGNAL (mph)	ADJUSTED LOS C CRITERIA (mph)	MEDIAN TRAVEL SPEED (mph)	LOS	RESERVE SPEED (mph)	2023		2021
			Limits (mph)	Average (mph)						MAXIMUM RESERVE VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)	MAXIMUM RESERVE VOLUME (trips)
1 Stock Island (4.0 - 5.0)	1.10	4-L/D	30/35/45	40.1	N/A	22.0	**34.9**	**B**	**12.9**	**2,350**	**2,544**	**3,279**
2 Boca Chica (5.0- 9.0)	3.9	4-L/D	45/55	54.7	N/A	50.2	**58.1**	**A**	**7.9**	**5,102**	**6,714**	**6,265**
3 Big Coppitt (9.0- 10.5)	1.5	2-L/U	45/55	46.3	N/A	41.8	**46.6**	**B**	**4.7**	**1,167**	**1,691**	**1,391**
4 Saddlebunch (10.5- 16.5)	5.8	2-L/U	45/55	53.6	N/A	49.1	**52.7**	**B**	**3.5**	**3,362**	**5,747**	**4,130**
5 Sugarloaf (16.5- 20.5)	3.9	2-L/U	45	45.0	6.4	34.1	**47.7**	**A**	**13.6**	**8,783**	**9,866**	**9,752**
6 Cudjoe (20.5- 23.0)	2.5	2-L/U	45	45.0	N/A	40.5	**46.5**	**A**	**6.0**	**2,484**	**3,337**	**3,064**
7 Summerland (23.0- 25.0)	2.2	2-L/U	45	45.0	N/A	40.5	**44.8**	**B**	**4.3**	**1,567**	**2,311**	**2,040**
8 Ramrod (25.0- 27.5)	2.3	2-L/U	45	45.0	N/A	40.5	**47.0**	**A**	**6.5**	**2,476**	**3,261**	**2,285**
9 Torch (27.5- 29.5)	2.1	2-L/U	45	45.0	N/A	40.5	**48.0**	**A**	**7.5**	**2,608**	**3,310**	**2,886**
10 Big Pine (29.5- 33.0)	3.4	2-L/U	45	45.0	5.3	35.2	**40.4**	**B**	**5.2**	**2,928**	**3,935**	**4,561**
11 Bahia Honda (33.0- 40.0)	7.0	2-L/U (70%) 4-L/D (30%)	45/50/55	50.9	N/A	46.4	**52.5**	**A**	**6.1**	**7,071**	**9,804**	**7,998**
12 7-Mile Bridge (40.0- 47.0)	6.8	2-L/U	35/45/50/55	54.4	N/A	49.9	**54.5**	**B**	**4.6**	**5,180**	**7,971**	**3,716**
13 Marathon (47.0- 54.0)	7.3	2-L/U (13%) 4-L/D (87%)	35/45	42.3	N/A	22.0	**35.2**	**A**	**13.2**	**15,957**	**17,240**	**21,276**
14 Grassy (54.0- 60.5)	6.4	2-L/U	45/55	54.6	2.1	48.0	**51.3**	**C**	**3.3**	**3,497**	**6,010**	**3,603**
15 Duck (60.5- 63.0)	2.7	2-L/U	55	55.0	N/A	50.5	**53.6**	**B**	**3.1**	**1,386**	**2,499**	**1,207**
16 Long (63.0- 73.0)	9.9	2-L/U	45/50/55	53.4	N/A	48.9	**50.9**	**C**	**2.0**	**3,279**	**7,207**	**1,639**
17 L Matecumbe (73.0- 77.5)	4.5	2-L/U	45/50	45.9	N/A	41.4	**45.3**	**B**	**4.0**	**2,981**	**4,509**	**149**
18 Tea Table (77.5- 79.5)	2.2	2-L/U	45	45.0	N/A	40.5	**44.8**	**B**	**4.3**	**1,567**	**2,315**	**2,222**
19 U Matecumbe (79.5- 84.0)	4.1	2-L/U	45	45.0	N/A	40.5	**36.9**	**E**	**-3.6**	**(2,444)**	**(1,091)**	**(3,531)**
20 Windley (84.0- 86.0)	1.9	2-L/U	45	45.0	N/A	40.5	**34.4**	**E**	**-6.1**	**(1,919)**	**(1,296)**	**(378)**
21 Plantation (86.0- 91.5)	5.8	2-L/U	45	45.0	5.4	35.1	**33.3**	**D**	**-1.8**	**(1,729)**	**(14)**	**1,921**
22 Tavernier (91.5- 99.5)	8.0	4-L/D	45/50	47.2	5.7	37.0	**45.6**	**A**	**8.6**	**11,393**	**13,832**	**12,983**
23 Key Largo (99.5- 106.0)	6.8	4-L/D	45	45.0	5.2	35.3	**44.1**	**A**	**8.8**	**9,910**	**11,865**	**11,148**
24 Cross (106.0- 112.5)	6.2	2-L/U	45/55	51.4	N/A	46.9	**48.4**	**C**	**1.5**	**1,540**	**3,900**	**2,259**
Overall	108.3					45.0	44.2	**D**	**-0.8**	N/A		

2023 LEVEL OF SERVICE AND RESERVE CAPACITY

SEGMENT	LENGTH (miles)	FACILITY TYPE	POSTED SPEED		ADJ. FOR SIGNAL (mph)	ADJUSTED LOS C CRITERIA (mph)	MEDIAN TRAVEL SPEED (mph)	LOS	RESERVE SPEED (mph)	2023		2021
			Limits (mph)	Average (mph)						MAXIMUM RESERVE VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)	MAXIMUM RESERVE VOLUME (trips)
1 Stock Island (4.0 - 5.0)	1.10	4-L/D	30/35/45	40.1	N/A	22.0	**37.0**	**A**	**15.0**	**2,732**	**2,925**	**3,279**
2 Boca Chica (5.0- 9.0)	3.9	4-L/D	45/55	54.7	N/A	50.2	**58.1**	**A**	**7.9**	**5,102**	**6,714**	**6,265**
3 Big Coppitt (9.0- 10.5)	1.5	2-L/U	45/55	46.3	N/A	41.8	**46.6**	**B**	**4.7**	**1,167**	**1,691**	**1,391**
4 Saddlebunch (10.5- 16.5)	5.8	2-L/U	45/55	53.6	N/A	49.1	**52.7**	**B**	**3.5**	**3,362**	**5,747**	**4,130**
5 Sugarloaf (16.5- 20.5)	3.9	2-L/U	45	45.0	6.4	34.1	**47.7**	**A**	**13.6**	**8,783**	**9,866**	**9,752**
6 Cudjoe (20.5- 23.0)	2.5	2-L/U	45	45.0	N/A	40.5	**46.5**	**A**	**6.0**	**2,484**	**3,337**	**3,064**
7 Summerland (23.0- 25.0)	2.2	2-L/U	45	45.0	N/A	40.5	**44.8**	**B**	**4.3**	**1,567**	**2,311**	**2,040**
8 Ramrod (25.0- 27.5)	2.3	2-L/U	45	45.0	N/A	40.5	**47.0**	**A**	**6.5**	**2,476**	**3,261**	**2,285**
9 Torch (27.5- 29.5)	2.1	2-L/U	45	45.0	N/A	40.5	**48.0**	**A**	**7.5**	**2,608**	**3,310**	**2,886**
10 Big Pine (29.5- 33.0)	3.4	2-L/U	45	45.0	5.3	35.2	**40.4**	**B**	**5.2**	**2,928**	**3,935**	**4,561**
11 Bahia Honda (33.0- 40.0)	7.0	2-L/U (70%) 4-L/D (30%)	45/50/55	50.9	N/A	46.4	**52.5**	**A**	**6.1**	**7,071**	**9,804**	**7,998**
12 7-Mile Bridge (40.0- 47.0)	6.8	2-L/U	35/45/50/55	54.4	N/A	49.9	**54.5**	**B**	**4.6**	**5,180**	**7,971**	**3,716**
13 Marathon (47.0- 54.0)	7.3	2-L/U (13%) 4-L/D (87%)	35/45	42.3	N/A	22.0	**35.2**	**A**	**13.2**	**15,957**	**17,240**	**21,276**
14 Grassy (54.0- 60.5)	6.4	2-L/U	45/55	54.6	2.1	48.0	**51.3**	**C**	**3.3**	**3,497**	**6,010**	**3,603**
15 Duck (60.5- 63.0)	2.7	2-L/U	55	55.0	N/A	50.5	**53.6**	**B**	**3.1**	**1,386**	**2,499**	**1,207**
16 Long (63.0- 73.0)	9.9	2-L/U	45/50/55	53.4	N/A	48.9	**50.9**	**C**	**2.0**	**3,279**	**7,207**	**1,639**
17 L Matecumbe (73.0- 77.5)	4.5	2-L/U	45/50	45.9	N/A	41.4	**45.3**	**B**	**4.0**	**2,981**	**4,509**	**149**
18 Tea Table (77.5- 79.5)	2.2	2-L/U	45	45.0	N/A	40.5	**44.8**	**B**	**4.3**	**1,567**	**2,315**	**2,222**
19 U Matecumbe (79.5- 84.0)	4.1	2-L/U	45	45.0	N/A	40.5	**36.9**	**E**	**-3.6**	**(2,444)**	**(1,091)**	**(3,531)**
20 Windley (84.0- 86.0)	1.9	2-L/U	45	45.0	N/A	40.5	**34.4**	**E**	**-6.1**	**(1,919)**	**(1,296)**	**(378)**
21 Plantation (86.0- 91.5)	5.8	2-L/U	45	45.0	5.4	35.1	**33.3**	**D**	**-1.8**	**(1,729)**	**(14)**	**1,921**
22 Tavernier (91.5- 99.5)	8.0	4-L/D	45/50	47.2	5.7	37.0	**45.6**	**A**	**8.6**	**11,393**	**13,832**	**12,983**
23 Key Largo (99.5- 106.0)	6.8	4-L/D	45	45.0	5.2	35.3	**44.1**	**A**	**8.8**	**9,910**	**11,865**	**11,148**
24 Cross (106.0- 112.5)	6.2	2-L/U	45/55	51.4	N/A	46.9	**48.4**	**C**	**1.5**	**1,540**	**3,900**	**2,259**
Overall	108.3					45.0	44.7	**D**	**-0.3**	N/A		

Note: This table is based on all travel time runs except 3 SB runs in segment 1 (Stock Island) from 3-14-23 to 3-16-23. These 3 SB runs were excluded as the average travel speeds were very low (4-7 mph) and were considered as outliers. The overall travel speed is 44.7 mph as compared to the previous page table that has an overall travel speed of 44.2 mph and is based on all travel time runs.

2023 LEVEL OF SERVICE AND RESERVE CAPACITY (SUPPLEMENTAL RUNS FOR INFORMATIONAL PURPOSES ONLY)

	SEGMENT	LENGTH (miles)	FACILITY TYPE	POSTED SPEED		ADJ. FOR SIGNAL (mph)	ADJUSTED LOS C CRITERIA (mph)	MEDIAN TRAVEL SPEED (mph)	LOS	RESERVE SPEED (mph)	2023	
				Limits (mph)	Average (mph)						MAXIMUM RESERVE VOLUME (trips)	5% ALLOCATION BELOW LOS C (trips)
1	Stock Island (4.0 - 5.0)	1.10	4-L/D	30/35/45	40.1	N/A	22.0	**32.8**	**B**	**10.8**	**1,967**	**2,169**
2	Boca Chica (5.0- 9.0)	3.9	4-L/D	45/55	56.1	N/A	51.6	**59.2**	**A**	**7.6**	**4,908**	**6,579**
3	Big Coppitt (9.0- 10.5)	1.5	2-L/U	45/55	46.3	N/A	41.8	**40.0**	**D**	**-1.8**	**(447)**	**69**
4	Saddlebunch (10.5- 16.5)	5.8	2-L/U	45/55	53.6	N/A	49.1	**52.4**	**B**	**3.3**	**3,170**	**5,543**

Supplemental travel time runs were conducted (as required by the 2021 US 1 LOS Methodology Update) between March 15, 2023 and March 17, 2023 in the four southernmost segments to better reflect AM and PM peak conditions associated with traffic entering and exiting the City of Key West.
The supplemental runs indicate that the travel speeds in Segment 1 and 3 are relatively lower during peak hours, as compared to the travel speeds measured during travel time runs conducted using the staggered schedule. As such, the peak hour LOS for segment 3 is also lower. Segment 1 had the same LOS (LOS B) during peak and non-peak hours. Segment 3 had LOS D during peak hours as compared to LOS B during non-peak hours. The LOS for Segments 2 and 4 remained unchanged (LOS A for segment 2 and LOS B for segment 4). The results of the supplemental runs are included in the 2023 ATTDS Report for informational purposes only and are not used in the LOS calculations. This information is to be reviewed to decide if supplemental runs should be incorporated into future ATTDS and LOS calculations, as directed by the Monroe County BOCC. Further discussions and changes to the methodology would be required for the supplemental runs to be used into ATTDS. If these runs were to be used, they could be incorporated in the individual segments that supplemental runs were performed but the Monroe's County growth management process should be changed. Supplemental runs have the advantage of capturing the peak hour conditions in the lower keys. However, they cannot capture any other peak hour conditions as the staggered schedule does.

APPENDIX H

Summary of Delay Events

APPENDIX

H

AECOM

2023 TTDS DELAY DATA SUMMARY

Seg. #	Day 1	Sun Mar 05 2023		Day 2	Mon Mar 06 2023		Day 3	Tue Mar 07 2023		Day 4	Wed Mar 08 2023		Day 5	Thu Mar 09 2023		Day 6	Fri Mar 10 2023		Day 7	Sat Mar 11 2023		Day 8	Sun Mar 12 2023		Day 9	Mon Mar 13 2023		Day 10	Tue Mar 14 2023		Day 11	Wed Mar 15 2023		Day 12	Thu Mar 16 2023		Day 13	Fri Mar 17 2023		Day 14	Sat Mar 18 2023		TOTAL
NB	type of delay	time	Excluded Time	type of delay	time	Excluded Time	type of delay	time	Excluded Time	type of delay	time	Excluded Time	type of delay	time	Excluded Time	type of delay	time	Excluded Time	type of delay	time	Excluded Time	type of delay	time	Excluded Time	type of delay	time	Excluded Time	type of delay	time	Excluded Time	type of delay	time	Excluded Time	type of delay	time	Excluded Time	type of delay	time	Excluded Time	type of delay	time	Excluded Time	
1	0	0:00:00	0:00:00	TS	0:00:58	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	TS	0:00:16	0:00:00	TS	0:00:36	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	TS	0:00:38	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	TS	0:00:08	0:00:00	00:02:36
2	0	0:00:00	0:00:00	CS	0:03:04	0:03:04	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
3	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
4	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
5	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	TS	0:00:16	0:00:00	TS	0:00:25	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	TS	0:00:42	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:01:23
6	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
7	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:00:24	0:00:00	0	0:00:00	0:00:00	00:00:24
8	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	LT	0:00:17	0:00:00	0	0:00:00	0:00:00	LT	0:00:26	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:43
9	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
10	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	TS	0:00:23	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	TS,CG	0:00:31	0:00:00	00:00:54
11	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
12	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
13	TS	0:00:27	0:00:00	TS	0:01:18	0:00:00	TS(2), CG	0:04:22	0:00:00	0	0:00:00	0:00:00	TS(2),CG	0:01:18	0:00:00	TS,TS/LT	0:03:24	0:00:00	SE,TS	0:02:49	0:01:09	SE,TS	0:04:17	0:02:25	LT,TS(3)	0:04:45	0:00:00	CG,TS(2)	0:01:43	0:00:00	LT,TS	0:00:40	0:00:00	LT,CG(2),TS(2), CS	0:07:49	0:02:45	CG,TS	0:06:49	0:00:00	TS(2),LT	0:01:15	0:00:00	00:34:37
14	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:00:13	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:13
15	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
16	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
17	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	LT	0:00:21	0:00:00	0	0:00:00	0:00:00	CG	0:00:24	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:45
18	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:03:34	0:00:00	0	0:00:00	0:00:00	CG	0:00:27	0:00:00	CS	0:02:00	0:02:00	00:04:01
19	CG	0:11:59	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CS	0:18:21	0:18:21	0	0:00:00	0:00:00	CG/LT	0:03:51	0:00:00	0	0:00:00	0:00:00	LT,CG	0:09:55	0:00:00	0	0:00:00	0:00:00	CG(2)	0:03:27	0:00:00	CG/DB,DB	0:12:40	0:06:00	CG	0:01:57	0:00:00	CG	0:10:38	0:00:00	CS	0:27:17	0:27:17	00:48:27
20	CG (2)	0:03:39	0:00:00	0	0:00:00	0:00:00	CG(2)	0:03:39	0:00:00	CS	0:06:13	0:06:13	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:02:02	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:03:59	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:01:01	0:00:00	00:14:20
21	CG (2)	0:01:56	0:00:00	0	0:00:00	0:00:00	CG(3)	0:04:37	0:00:00	TS	0:00:12	0:00:00	CS,TS(2)	0:20:05	0:19:13	TS(2)	0:00:51	0:00:00	TS	0:00:27	0:00:00	0	0:00:00	0:00:00	CG(2),TS	0:04:10	0:00:00	TS	0:00:15	0:00:00	CG,TS	0:11:55	0:00:00	CG(2),CG/TS	0:08:09	0:00:00	CG(3),TS	0:03:54	0:00:00	LT,CG,TS(2)	0:01:59	0:00:00	00:39:17
22	0	0:00:00	0:00:00	TS	0:00:58	0:00:00	TS(2)	0:02:58	0:00:00	TS(2),SB	0:00:47	0:00:29	CS,TS	0:11:03	0:10:04	TS,SE/TS/LT	0:05:11	0:03:50	TS(2)	0:01:32	0:00:00	TS	0:00:34	0:00:00	TS(2)	0:01:04	0:00:00	TS(2)	0:00:42	0:00:00	TS(2)	0:02:16	0:00:00	TS	0:02:51	0:00:00	TS	0:04:18	0:00:00	TS(2),LT	0:01:06	0:00:00	00:20:57
23	TS	0:00:51	0:00:00	0	0:00:00	0:00:00	TS(2)	0:00:45	0:00:00	CG/TS	0:04:03	0:00:00	TS	0:00:07	0:00:00	TS/LT	0:00:17	0:00:00	TS	0:00:04	0:00:00	TS	0:01:14	0:00:00	TS	0:01:01	0:00:00	TS(2)	0:00:42	0:00:00	TS(2),CG	0:01:37	0:00:00	TS(2)	0:00:47	0:00:00	TS(2)	0:00:39	0:00:00	TS(2)	0:00:16	0:00:00	00:12:23
24	CG	0:14:29	0:00:00	0	0:00:00	0:00:00	CG	0:01:43	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG(2)	0:08:43	0:00:00	CG	0:00:37	0:00:00	CG	0:00:40	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:26:12
25	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:01:01	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:00:30	0:00:00	AC	0:06:27	0:06:27	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:01:31
TOTAL =		00:33:21	00:00:00	00:00:00	00:06:18	00:03:04	00:00:00	00:18:04	00:00:00	00:00:00	00:29:36	00:25:03	00:00:00	00:33:05	00:29:17	00:00:00	00:23:31	00:03:50	00:00:00	00:05:29	00:01:09	00:00:00	00:19:03	00:02:25	00:00:00	00:11:17	00:00:00	00:00:00	00:08:18	00:00:00	00:00:00	00:37:45	00:06:00	00:00:00	00:21:33	00:02:45	00:00:00	00:27:09	00:00:00	00:00:00	00:35:33	00:29:17	03:27:12

SB	03/05/23			03/06/23			03/07/23			03/08/23			03/09/23			03/10/23			03/11/23			03/12/23			03/13/23			03/14/23			03/15/23			03/16/23			03/17/23			03/18/23			TOTAL
25	CG	0:00:21	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:02:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG(2)	0:14:07	0:00:00	CG(2)	0:23:15	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:00:54	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:09:49	0:00:00	00:50:26
24	CG	0:04:23	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG(3)	0:04:25	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG(3)	0:11:06	0:00:00	CG	0:11:33	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG(3)	0:01:45	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG(2)	0:13:44	0:00:00	00:46:56
23	TS (2)	0:00:53	0:00:00	0	0:00:00	0:00:00	TS(2)	0:00:53	0:00:00	SB	0:00:20	0:00:20	0	0:00:00	0:00:00	0	0:00:00	0:00:00	SE,TS	0:10:53	0:10:13	0	0:00:00	0:00:00	TS	0:00:40	0:00:00	TS	0:01:22	0:00:00	TS	0:02:45	0:00:00	TS(2)	0:01:14	0:00:00	TS(3)	0:01:48	0:00:00	TS(2)	0:00:55	0:00:00	00:11:10
22	0	0:00:00	0:00:00	TS	0:00:24	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CS,TS	1:06:02	1:05:32	TS	0:00:06	0:00:00	TS(2)	0:00:30	0:00:00	0	0:00:00	0:00:00	TS	0:09:33	0:00:00	TS	0:00:04	0:00:00	SE, TS	0:00:53	0:00:25	0	0:00:00	0:00:00	TS(2)	0:00:51	0:00:00	0	0:00:00	0:00:00	00:12:26
21	TS,CG/DB,DB	0:10:40	0:06:00	TS(2), CG(2)	0:01:59	0:00:00	CS	0:07:17	0:07:17	TS,CS/DB	0:32:42	0:32:00	TS	0:00:03	0:00:00	TS,CG	0:11:12	0:00:00	TS(2),CG,CG/DB	0:11:12	0:06:00	CG(2)	0:01:00	0:00:00	TS,AC	0:10:13	0:08:58	CG/DB	0:15:27	0:06:00	TS,CS	1:00:47	0:57:23	CG(4)	0:11:35	0:00:00	TS(2),DB(2)	0:05:53	0:05:32	TS,CG	0:22:00	0:00:00	01:12:50
20	CG	0:00:18	0:00:00	CG	0:01:24	0:00:00	0	0:00:00	0:00:00	CS	0:03:00	0:03:00	0	0:00:00	0:00:00	CG	0:00:52	0:00:00	CG(2)	0:01:17	0:00:00	CG	0:04:02	0:00:00	AC	0:00:04	0:00:04	0	0:00:00	0:00:00	CS	0:05:47	0:05:47	CG(2)	0:04:32	0:00:00	CG	0:01:52	0:00:00	CG(2)	0:02:55	0:00:00	00:17:12
19	SE	0:06:49	0:06:49	CS(3)	0:02:35	0:02:35	0	0:00:00	0:00:00	CG	0:00:16	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	LT	0:01:02	0:00:00	CG(2)	0:02:59	0:00:00	CS	0:05:20	0:05:20	CG	0:06:30	0:00:00	CG	0:00:34	0:00:00	0	0:00:00	0:00:00	00:11:21
18	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:00:54	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:00:17	0:00:00	CG	0:00:51	0:00:00	00:02:02
17	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:01:22	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:00:03	0:00:00	00:01:25
16	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CG	0:01:04	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:01:04
15	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
14	0	0:00:00	0:00:00	0	0:00:00	0:00:00	TS	0:00:33	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	SB	0:00:11	0:00:11	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:33
13	0	0:00:00	0:00:00	TS(2)	0:01:33	0:00:00	TS(3),LT(2)	0:02:29	0:00:00	TS,LT	0:00:58	0:00:00	TS(2)	0:02:00	0:00:00	TS(2),LT(2)	0:02:28	0:00:00	TS,SE/TS,LT	0:03:27	0:01:52	TS(2),CG	0:01:27	0:00:00	TS(2)	0:00:47	0:00:00	TS(2)	0:01:06	0:00:00	TS(3)	0:01:17	0:00:00	TS(2),CG(2)	0:04:01	0:00:00	TS	0:00:16	0:00:00	0	0:00:00	0:00:00	00:19:57
12	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
11	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	LT	0:00:18	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:18
10	TS	0:00:48	0:00:00	0	0:00:00	0:00:00	CS(2)	0:05:36	0:05:36	TS	0:00:12	0:00:00	CG,TS	0:02:26	0:00:00	TS	0:00:44	0:00:00	TS	0:00:44	0:00:00	TS	0:00:29	0:00:00	0	0:00:00	0:00:00	TS	0:01:40	0:00:00	TS	0:02:26	0:00:00	TS	0:06:24	0:00:00	TS	0:03:06	0:00:00	CG,TS	0:01:27	0:00:00	00:20:26
9	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
8	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
7	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
6	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	PED	0:00:14	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:14
5	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	SE	0:00:15	0:00:15	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
4	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
3	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
2	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	00:00:00
1	0	0:00:00	0:00:00	0	0:00:00	0:00:00	0	0:00:00	0:00:00	CS	0:02:28	0:02:28	0	0:00:00	0:00:00	TS	0:00:26	0:00:00	0	0:00:00	0:00:00	TS	0:00:15	0:00:00	CG	0:00:48	0:00:00	CG	0:13:16	0:00:00	TS	0:08:47

NB	EXCLUDED FROM OVERALL TIME	EXCLUDED FROM SEGMENT TIME	TOTAL DELAY TIME	TS DELAY	# OF TS EVENTS	DB DELAY	# OF DB EVENTS	AC DELAY	# OF AC EVENTS	LT DELAY	# OF LT EVENTS	SPECIAL EVENT DELAY	# OF SE EVENTS	RT DELAY	# OF RT EVENTS	CG DELAY	# OF CG EVENTS	SB DELAY	# OF SB EVENTS	CS DELAY	# OF CS EVENTS	SZ DELAY	# OF SZ EVENTS	TOTAL # OF EVENTS
1	00:00:00	00:00:00	00:02:36	00:02:36	5																			5
2	00:03:04	00:03:04	00:03:04																	00:03:04	1			1
3	00:00:00	00:00:00	00:00:00																					0
4	00:00:00	00:00:00	00:00:00																					0
5	00:00:00	00:00:00	00:01:23	00:01:23	3																			3
6	00:00:00	00:00:00	00:00:00																					0
7	00:00:00	00:00:00	00:00:24													00:00:24	1							1
8	00:00:00	00:00:00	00:00:43							00:00:43	2													2
9	00:00:00	00:00:00	00:00:00																					0
10	00:00:00	00:00:00	00:00:54	00:00:38	2											00:00:16	1							3
11	00:00:00	00:00:00	00:00:00																					0
12	00:00:00	00:00:00	00:00:00																					0
13	00:06:19	00:06:19	00:40:56	00:25:12	21					00:01:23	5	00:03:34	2			00:08:02	6			00:02:45	1			35
14	00:00:00	00:00:00	00:00:13													00:00:13	1							1
15	00:00:00	00:00:00	00:00:00																					0
16	00:00:00	00:00:00	00:00:00																					0
17	00:00:00	00:00:00	00:00:45							00:00:21	1					00:00:24	1							2
18	00:02:00	00:02:00	00:06:01													00:04:01	2			00:02:00	1			3
19	00:51:38	00:51:38	01:40:05			00:06:00	1			00:00:46	2					00:47:41	8			00:45:38	2			13
20	00:06:13	00:06:13	00:20:33													00:14:20	7			00:06:13	1			8
21	00:19:13	00:19:13	00:58:30	00:05:38	13					00:00:24	1					00:33:15	15			00:19:13	1			30
22	00:14:23	00:14:23	00:35:20	00:20:21	21					00:00:36	2	00:03:50	1					00:00:29	1	00:10:04	1			26
23	00:00:00	00:00:00	00:12:23	00:08:07	19					00:00:05	1					00:04:11	2							22
24	00:00:00	00:00:00	00:26:12													00:26:12	6							6
25	00:06:27	00:06:27	00:07:58					00:06:27	1							00:01:31	2							3
TOTAL	01:42:50	01:42:50	05:10:02	01:03:55	84	00:06:00	1	00:00:00	0	00:04:18	14	00:07:24	3	00:00:00	0	02:18:59	50	00:00:29	1	01:28:57	8	00:00:00	0	161
SB																								
25	00:00:00	00:00:00	00:50:26													00:50:26	8							8
24	00:00:00	00:00:00	00:46:56													00:46:56	13							13
23	00:10:33	00:10:33	00:21:43	00:11:10	15							00:10:13	1					00:00:20	1					17
22	01:05:57	01:05:57	01:18:23	00:12:26	10							00:00:25	1							01:05:32	1			12
21	02:09:10	02:09:10	03:22:00	00:07:05	13	00:29:32	5	00:08:58	1							01:05:45	15			01:30:40	3			37
20	00:08:51	00:08:51	00:26:03					00:00:04	1							00:17:12	11			00:08:47	2			14
19	00:14:44	00:14:44	00:26:05							00:01:02	1	00:06:49	1			00:10:19	5			00:07:55	2			9
18	00:00:00	00:00:00	00:02:02													00:02:02	3							3
17	00:00:00	00:00:00	00:01:25													00:01:25	2							

16	00:00:00	00:00:00	00:01:04													00:01:04	1							1
15	00:00:00	00:00:00	00:00:00																					0
14	00:00:11	00:00:11	00:00:44	00:00:33	1													00:00:11	1					2
13	00:01:52	00:01:52	00:21:49	00:14:06	24					00:02:09	6	00:01:52	1			00:03:42	3							34
12	00:00:00	00:00:00	00:00:00																					0
11	00:00:00	00:00:00	00:00:18							00:00:18	1													1
10	00:05:36	00:05:36	00:26:02	00:18:13	11											00:02:13	2			00:05:36	1			14
9	00:00:00	00:00:00	00:00:00																					0
8	00:00:00	00:00:00	00:00:00																					0
7	00:00:00	00:00:00	00:00:00																					0
6	00:00:00	00:00:00	00:00:14													00:00:14	1							1
5	00:00:15	00:00:15	00:00:15									00:00:15	1											1
4	00:00:00	00:00:00	00:00:00																					0
3	00:00:00	00:00:00	00:00:00																					0
2	00:00:00	00:00:00	00:00:00																					0
1	00:02:28	00:02:28	00:43:28	00:10:44	6											00:30:16	3			00:02:28	1			10
TOTAL	03:59:37	03:59:37	08:18:31	01:14:17	80	00:29:32	5	00:09:02	2	00:03:29	8	00:19:34	5	00:00:00	0	03:01:08	59	00:00:31	2	03:00:58	10	00:00:00	0	171
COMB. (NB & SB) =	05:42:27	05:42:27	13:28:33	02:18:12	164	00:35:32	6	00:09:02	2	00:07:47	22	00:26:58	8	00:00:00	0	05:20:07	109	00:01:00	3	04:29:55	18	00:00:00	0	332
Mean Delay per Event			00:02:26	00:00:51		00:05:55		00:04:31		00:00:21		00:03:22		-		00:02:56		00:00:20		00:15:00		-		
Mean Delay per Trip			00:28:53	00:04:56		00:01:16		00:00:19		00:00:17		00:00:58		00:00:00		00:11:26		00:00:02		00:09:38		00:00:00		

SUMMARY OF DELAY EVENTS

2023 TTDS

Delay Source	Segment Number	Segment Limits From	Segment Limits To	Length (miles)	Number of Events	Total Delay	Mean Delay Per Event	Mean Delay Per Trip
Traffic Signal								
	1	Cow Key Bridge (N) - MM 4.0	Key Haven Blvd - MM 5.0	1.1	11	00:13:20	00:01:13	00:00:29
	5	Harris Channel Bridge (N) - MM 16.5	Bow Channel Bridge (N) -MM 20.5	3.9	3	00:01:23	00:00:28	00:00:03
	10	N Pine Channel Br (N) - MM 29.5	Long Beach Dr - MM 33.0	3.4	13	00:18:51	00:01:27	00:00:40
	13	7-Mile Bridge (N) -MM 47.0	Coco Plum Drive -MM 54.0	7.3	45	00:39:18	00:00:52	00:01:24
	14	Cocoa Plum Dr - MM 54.0	Toms Harbor Ch Br (S) - MM 60.5	6.4	1	00:00:33	00:00:33	00:00:01
	21	Snake Creek Br (N) - MM 86.0	Ocean Blvd - MM 91.5	5.8	26	00:12:43	00:00:29	00:00:27
	22	Ocean Blvd - MM 91.5	Atlantic Blvd - MM 99.5	8.0	31	00:32:47	00:01:03	00:01:10
	23	Atlantic Blvd - MM 99.5	C-905 (Flashing Light) - MM 106.0	6.8	34	00:19:17	00:00:34	00:00:41
				Subtotal	164	02:18:12	00:00:51	00:04:56
Congestion								
	1	Cow Key Bridge (N) - MM 4.0	Key Haven Blvd - MM 5.0	1.1	3	00:30:16	00:10:05	00:01:05
	6	Bow Channel Bridge (N) - MM 20.5	Spanish Main Drive - MM 23.0	2.5	1	00:00:14	00:00:14	00:00:01
	7	Spanish Main Drive - MM 23.0	East Shore Drive - MM 25.0	2.0	1	00:00:24	00:00:24	00:00:01
	10	N Pine Channel Br (N) - MM 29.5	Long Beach Dr - MM 33.0	3.4	3	00:02:29	00:00:50	00:00:05
	13	7-Mile Bridge (N) - MM 47.0	Coco Plum Drive - MM 54.0	7.0	9	00:11:44	00:01:18	00:00:25
	14	Coco Plum Drive - MM 54.0	Toms Harbor Ch Bridge (S) - MM 60.5	6.5	1	00:00:13	00:00:13	00:00:00
	16	Long Key Bridge (S) - MM 63.0	Channel #2 Bridge (N) - MM 73.0	10.0	1	00:01:04	00:01:04	00:00:02
	17	Channel #2 Br (N) - MM 73.0	Lignum V Br (S) - MM 77.5	4.5	3	00:01:49	00:00:36	00:00:04
	18	Lignumvitae Bridge (S) -MM 77.5	Tea Table Relief Bridge (N) -MM 79.5	2.2	5	00:06:03	00:01:13	00:00:13
	19	Tea Table Relief Bridge (N) - MM 79.5	Whale Harbor Bridge (S) -MM 84.0	4.1	13	00:58:00	00:04:28	00:02:04
	20	Whale Harbor Br (S) - MM 84.0	Snake Creek Br (N) - MM 86.0	1.9	18	00:31:32	00:01:45	00:01:08
	21	Snake Creek Br (N) - MM 86.0	Ocean Blvd - MM 91.5	5.8	30	01:39:00	00:03:18	00:03:32
	23	Atlantic Blvd - MM 99.5	C-905 (Flashing Light) - MM 106.0	6.8	2	00:04:11	00:02:05	00:00:09
	24	C-905 - MM 106.0	County Line Sign - MM 112.5	6.2	19	01:13:08	00:03:51	00:02:37
				Subtotal	109	05:20:07	00:02:56	00:11:26
Left Turn/Right Turn								
	8	East Shore Drive - MM 25.0	Torch Ramrod Bridge (S) - MM 27.5	2.3	2	00:00:43	00:00:21	00:00:02
	11	Long Beach Dr - MM 33.0	7-Mile Bridge (S) - MM 40.0	7.0	1	00:00:18	00:00:18	00:00:01
	13	7-Mile Bridge (N) -MM 47.0	Cocoa Plum Drive -MM 54.0	7.3	11	00:03:32	00:00:19	00:00:08
	17	Channel #2 Br (N) - MM 73.0	Lignum V Br (S) - MM 77.5	4.5	1	00:00:21	00:00:21	00:00:01
	19	Tea Table Relief Bridge (N) - MM 79.5	Whale Harbor Bridge (S) -MM 84.0	4.1	3	00:01:48	00:00:36	00:00:04
	21	Snake Creek Br (N) - MM 86.0	Ocean Blvd - MM 91.5	5.8	1	00:00:24	00:00:24	00:00:01
	22	Ocean Blvd - MM 91.5	Atlantic Blvd - MM 99.5	8.0	2	00:00:36	00:00:18	00:00:01
	23	Atlantic Blvd - MM 99.5	C-905 (Flashing Light) - MM 106.0	6.8	1	00:00:05	00:00:05	00:00:00
				Subtotal	22	00:07:47	00:00:21	00:00:17
Drawbridge Signal								
	19	Tea Table Relief Bridge (N) - MM 79.5	Whale Harbor Bridge (S) -MM 84.0	4.1	1	00:06:00	00:06:00	00:00:13
	21	Snake Creek Br (N) - MM 86.0	Ocean Blvd - MM 91.5	5.8	5	00:29:32	00:05:54	00:01:03
				Subtotal	6	00:35:32	00:05:55	00:01:16
Construction / Accident / School Bus / School Zone / Special Events								
	1	Cow Key Bridge (N) - MM 4.0	Key Haven Blvd - MM 5.0	1.1	1	00:02:28	00:02:28	00:00:05
	2	Key Haven Boulevard - MM 5.0	Rockland Drive - MM 9.0	4.0	1	00:03:04	00:03:04	00:00:07
	5	Harris Channel Bridge (N) - MM 16.5	Bow Channel Bridge (N) -MM 20.5	3.9	1	00:00:15	00:00:15	00:00:01
	10	N Pine Channel Br (N) - MM 29.5	Long Beach Dr - MM 33.0	3.4	1	00:05:36	00:05:36	00:00:12
	13	7-Mile Bridge (N) -MM 47.0	Cocoa Plum Drive -MM 54.0	7.3	4	00:08:11	00:02:03	00:00:18
	14	Coco Plum Drive - MM 54.0	Toms Harbor Ch Bridge (S) - MM 60.5	6.5	1	00:00:11	00:00:11	00:00:00
	18	Lignumvitae Bridge (S) -MM 77.5	Tea Table Relief Bridge (N) -MM 79.5	2.2	1	00:02:00	00:02:00	00:00:04
	19	Tea Table Relief Bridge (N) - MM 79.5	Whale Harbor Bridge (S) -MM 84.0	4.1	5	01:00:22	00:12:04	00:02:09
	20	Whale Harbor Br (S) - MM 84.0	Snake Creek Br (N) - MM 86.0	1.9	4	00:15:04	00:03:46	00:00:32
	21	Snake Creek Br (N) - MM 86.0	Ocean Blvd - MM 91.5	5.8	5	01:58:51	00:23:46	00:04:15
	22	Ocean Blvd - MM 91.5	Atlantic Blvd - MM 99.5	8.0	5	01:20:20	00:16:04	00:02:52
	23	Atlantic Blvd - MM 99.5	C-905 (Flashing Light) - MM 106.0	6.8	2	00:10:33	00:05:16	00:00:23
				Subtotal	31	05:06:55	00:09:54	00:10:58
All Sources				TOTAL	332	13:28:33	00:02:26	00:28:53

APPENDIX I

2023 Data Collection Schedule

APPENDIX

I

AECOM

2023 Monroe County Travel Time & Delay Study 2023

February/March

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26 Feb	**27 Feb**	**28 Feb**	**1 Mar**	**2 Mar**	**3 Mar**	**4 Mar**
5 Mar 1 - HS 11:15am 2 - KW 3:30pm	**6 Mar** 3 - HS 11:45am 4 - KW 4:00pm	**7 Mar** 5 - HS 9:30am 6 - KW 1:45pm	**8 Mar** 7 - HS 9:45am 8 - KW 1:30pm	**9 Mar** 9 - HS 9:45am 10 - KW 2:00pm	**10 Mar** 11 - HS 10:15am 12 - KW 2:30pm	**11 Mar** 13 - HS 10:45am 14 - KW 3:00pm
12 Mar 15 - KW 11:30am 16 - HS 3:15pm	**13 Mar** 17 - KW 12:00pm 18 - HS 3:45pm	**14 Mar** 19 - KW 10:45am 20 - HS 2:30pm	**15 Mar** 21 - KW 10:15am 22 - HS 1:45pm	**16 Mar** 23 - KW 10:00am 24 - HS 1:45pm	**17 Mar** 25 - KW 10:30am 26 - HS 2:15pm	**18 Mar** 27 - KW 11:00am 28 - HS 2:45pm
19 Mar	**20 Mar**	**21 Mar**	**22 Mar**	**23 Mar**	**24 Mar**	**25 Mar**

Notes:

1. Data should be downloaded from the DMI and QCd immediately after every travel run.
2. A copy of the raw data sheet should be faxed/emailed to the office every day.
3. Vehicle tire pressure should be checked before every run and maintained as constant.
4. HS - Start at Homestead; KW - Start at Key West.

2023 Monroe County Travel Time & Delay Study – Supplemental Runs

February/March

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26 Feb	27 Feb	28 Feb	1 Mar	2 Mar	3 Mar	4 Mar
5 Mar	6 Mar	7 Mar	8 Mar	9 Mar	10 Mar	11 Mar
12 Mar	13 Mar	14 Mar	15 Mar 1,2 - HC 7:00am 3 - KW 5:00pm	16 Mar 4,5 - HC 7:00am 6 - KW 5:00pm	17 Mar 7,8 - HC 7:00am 9 - KW 5:00pm	18 Mar
19 Mar	20 Mar	21 Mar	22 Mar	23 Mar	24 Mar	25 Mar

Notes:

1. Data should be downloaded from the DMI and QCd immediately after every travel run.
2. A copy of the raw data sheet should be faxed/emailed to the office every day.
3. Vehicle tire pressure should be checked before every run and maintained as constant.
4. HC - Start at Harris Channel Bridge; KW - Start at Key West.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: M3
2023-1735

BULK ITEM: Yes

DEPARTMENT: Building and Permitting

TIME APPROXIMATE:

STAFF CONTACT: Reynaldo Ortiz

AGENDA ITEM WORDING: Permission to advertise an Ordinance Amending Monroe County Code Chapter 6, Article II, Division 3, Subdivision II, Section 6-102, Permit Application Time Limitations, to be consistent with Florida Building Code.

ITEM BACKGROUND:
Florida Building Code Section 105.3.2 authorizes the Building Official to grant one or more extensions of time for additional periods not exceeding 90 days each and provides that a building permit application shall be deemed abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued.

Monroe County Code Section 6-102 does not currently grant leeway for permits pursued in good faith and allows for only one 90-day extension to be authorized by the Building Official.

The ability of the Building Official to approve one or more extensions of time for additional periods not exceeding 90 days each will allow permit applications pursued in good faith a fair opportunity to proceed through the permitting process.

This update to Monroe County Code Section 6-102 would make it consistent with the Florida Building Code.

PREVIOUS RELEVANT BOCC ACTION:
Monroe County Code Section 6-102 was originally adopted by Monroe County BOCC as Section 6-19 on April 17, 2002, Ordinance 010-2002.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval to advertise the Ordinance.

DOCUMENTATION:

Ordinance ___-2023 Permit Application Extension Chapter 6 v3.0.pdf
Business Impact Estimate 90 day extension.pdf

FINANCIAL IMPACT:

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. ____ - 2023

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 6-102, PERMIT APPLICATION TIME LIMITATIONS, TO DIFFERENTIATE BUILDING PERMIT APPLICATIONS THAT HAVE BEEN PURSUED IN GOOD FAITH AND TO ALLOW FOR MULTIPLE 90 DAY EXTENSIONS FOR BUILDING PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Building Code Section 105.3.2 authorizes the Building Official to grant one or more extensions of time for additional periods not exceeding 90 days each; and

WHEREAS, Florida Building Code Section 105.3.2 provides that a building permit application shall be deemed abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; and

WHEREAS, Monroe County Code Section 6-102 was originally adopted by Monroe County prior to the creation of Florida Building Code Section 105.3.2; and

WHEREAS, Monroe County Code Section 6-102 does not currently grant leeway for permits pursued in good faith and allows for only one 90-day extension to be authorized by the Building Official; and

WHEREAS, the ability of the Building Official to approve one or more extensions of time for additional periods not exceeding 90 days each will allow permit applications pursued in good faith a fair opportunity to proceed through the permitting process; and

WHEREAS, the Board of County Commissioners seeks to update Monroe County Code Section 6-102 to be consistent with the Florida Building Code.

NOW, THEREFORE, BE IT ORDAINED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. – Recitals and Legislative Intent. The foregoing recitals, findings of fact, statements of legislative intent, and conclusions of law are true and correct and are hereby incorporated as if fully stated herein.

Section 2. – Amendment. Section 6-102 of Chapter 6, Article II, of the Code of Ordinances of Monroe County is hereby amended as follows (deletions are stricken through; additions are underlined):

Sec. 6-102. - Permit application time limitations.

(a) *Time limitations on permit application*. Unless the permit has been issued or the approved permit application has been entered into the permit allocation system process as provided for under part II of this Code, an application for a permit shall be deemed to have been abandoned and become null and void ~~six months~~ 180 days after the date of filing for the permit, unless such application has been pursued in good faith or a permit has been issued. ~~except as otherwise provided for in this chapter. A one-time extension for a period of not more than 90 days~~ One or more extensions of time for additional periods not exceeding 90 days each may be authorized by the Building Official provided that the extension is requested in writing and justifiable cause is demonstrated, along with a nonrefundable fee.

(b) *Notification of ready permit*. The Building Department shall notify the permit applicant for principal structures that the permit is ready to be issued (the "ready permit"). In the case of applications within the permit allocation system, as governed by part II of this Code, notification shall be by certified mail to the name and address given by the applicant on the application. For all other permit applications, notice may be verbal or written as appropriate.

(c) *Expiration of ready permits*. In the case of permit applications within the permit allocation system, ready permits that are not picked up within 60 days of the notification by certified mail shall automatically expire and become null and void. Except for demolition permits, all other permits that are ready but have not been picked up shall automatically expire in accordance with the provisions of subsection (a) of this section. In either case, to renew the expired permit a new building permit application together with appropriate nonrefundable fees must be submitted to the Building Department for approval.

Section 3. – Construction. The interpretation of this ordinance, and all provisions of the Monroe County Codes, Comprehensive Plan, floodplain management regulations, and Florida Building Code whose interpretation arises out of, relates to, or are interpreted in connection with this ordinance, these being necessary for the health, safety, and welfare of the residents of and visitors to Monroe County, shall be liberally construed to effectuate

the public purpose(s) and policy(ies) hereof, and such interpretations shall be construed in favor of the Monroe County BOCC, and such interpretation shall be entitled to great weight in adversarial administrative proceedings, at trial, and on appeal.

Section 4. – Severability, Partial Invalidity, and Survival of Provisions. If any provision of this ordinance, or any section, subsection, or part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this ordinance, or any remaining section(s), subsection(s), part(s), or portion(s) thereof. All other provisions thereof shall continue unimpaired in full force and effect.

Section 5. – Repeal of Inconsistent Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict herein. Such repeal shall not repeal the repealing clause of such ordinance or revive any ordinance which has been repealed hereby.

Section 6. – Captions and Paragraph Headings. Captions and paragraph headings, where used herein, are inserted for convenience only and are not intended to descriptively limit the scope and intent of the particular paragraph or text to which they refer.

Section 7. – Inclusion in the Monroe County Code of Ordinances. The provisions of this ordinance shall be included and incorporated into the Code of Ordinances of Monroe County, Florida, and shall be numbered to conform with the uniform numbering system of the Code.

Section 8. – Effective Date. This ordinance shall be filed in the Office of the Secretary of the State of Florida and shall become effective as provided by law.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the ____ day of _____, 2023.

Mayor Craig Cates	_____
Mayor *pro tem* Holly Merrill Raschein	_____
Commissioner Michelle Lincoln	_____
Commissioner Jim Scholl	_____
Commissioner David Rice	_____

(SEAL)
Attest: KEVIN MADOK, Clerk

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Kelly Dugan
Digitally signed by Kelly Dugan
DN: cn=Kelly Dugan, o=Monroe County BOCC, ou, email=dugan-kelly@monroecounty-fl.gov, c=US
Date: 2023.10.23 12:28:47 -04'00'

_____
KELLY DUGAN
ASSISTANT COUNTY ATTORNEY

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: 11.8.2023

Proposed Ordinance Title/Reference: AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY CODE SECTION 6-102, PERMIT APPLICATION TIME LIMITATIONS, TO DIFFERENTIATE BUILDING PERMIT APPLICATIONS THAT HAVE BEEN PURSUED IN GOOD FAITH AND TO ALLOW FOR MULTIPLE 90 DAY EXTENSIONS FOR BUILDING PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

The Proposed Ordinance ☒ does ☐ does not fall under one of the following enumerated exceptions:[2]

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the county government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

Florida Building Code Section 105.3.2 provides that a building permit application shall be deemed abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued. This update to Monroe County Code Section 6-102 would be consistent with the Florida Building Code by allowing multiple 90-day extensions.

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs: n/a

b. New Charges/Fees on Businesses Impacted: n/a

c. Estimate of Regulatory Costs: n/a

Good Faith Estimate of Number of Businesses Likely Impacted:

Any Additional Information:

[1] Business impact statement must be posted on the county's website no later than the date the notice of proposed enactment is published.

[2] F.S. 125.66(3)(c)(2023)

N1

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: N1
2023-1728

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Kelly Dugan

AGENDA ITEM WORDING: An Attorney-Client Closed Session in the matter of *Monroe County, Florida v. DGW Corporation,* 16th Judicial Circuit Case No. 23-CA-249-M.

ITEM BACKGROUND:
Per F.S. 286.011(8), the subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. Present at the meeting will be the County Commissioners, County Administrator Roman Gastesi, County Attorney Bob Shillinger, Senior Assistant County Attorney Cynthia Hall, Assistant County Attorney Kelly Dugan and a certified court reporter.

PREVIOUS RELEVANT BOCC ACTION:
10/18/23, BOCC approved holding a closed session at the regular BOCC meeting on 11/08/23 in Key West at 9:00 a.m. or as soon thereafter as may be heard.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Hold the closed session.

DOCUMENTATION:

Closed Session Script for DGW 11-08-23.docx

FINANCIAL IMPACT:
Total Cost to County: Court Reporter Costs
Budgeted: Yes
Source of Funds: 67501-530330

Mayor's Script

For the day of Closed Session

The following should be read at the appropriate point during the day of the closed session.

1. Prior to going into closed session.

A closed attorney-client session pursuant to Section 86.011(8), Florida Statutes, will now be held concerning the case of *Monroe County, Florida v. DGW Corporation,* 16th Judicial Circuit Case No. 23-CA-249-M. It is estimated that this meeting will take approximately thirty (30) minutes. The persons attending the closed meeting will be the County Commissioners, County Administrator Roman Gastesi, County Attorney Bob Shillinger, Senior Assistant County Attorney Cynthia Hall, Assistant County Attorney Kelly Dugan, and a certified court reporter.

Since the law prohibits any other person from being present at the closed session, the commissioners, the County Administrator, the attorneys for the County, other persons named, and the court reporter will now remain in this meeting room, and all other persons are required to leave the room. When the closed session is over, we will re-convene and re-open the public meeting. This public meeting is now closed.

2. At the beginning of the closed session.

I now call this closed session to order. For the record, this meeting is being held upon the request of the County Attorney Bob Shillinger who announced at a prior BOCC Meeting held on 10/18/23 that he needed advice in the matter of *Monroe County, Florida v. DGW Corporation,* 16th Judicial Circuit Case No. 23-CA-249-M. At that meeting, the Board approved holding a closed session and public notice was given through public announcement of the meeting at the 10/18/23 BOCC meeting and through publication of the 11/08/23 BOCC meeting agendas on the County's website

For the record, and the benefit of the court reporter, each of us will state our name and position starting with the commission.

(After all have identified themselves) – Thank you.

Just as a reminder, we will only be discussing settlement negotiations or strategy related to litigation expenditures. We cannot take any decisive action at this meeting. We can only provide information and direction to the attorneys. Any decisions this Board makes concerning this claim must be done in a meeting open to the public.

Let's start our discussion with the County Attorney.

3. At the end of the closed session, prior to going into open session.

This closed session is now terminated and we will now reconvene in the public meeting.

4. After the public session has been re-opened.

The attorney-client closed session has been terminated, and we are now re-opening this public meeting.

N2

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: N2
2023-1763

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Peter Morris

AGENDA ITEM WORDING: An Attorney-Client Closed Session in the matter of Pirates Cove Property Owners and Boating Association, Inc., et al. v. Monroe County, Archer Berry, and Daniel Berry Jr., Case No. 23-CA-365-P

ITEM BACKGROUND:
Per F.S. 286.011(8), the subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. Present at the meeting will be the County Commissioners, County Administrator Roman Gastesi, County Attorney Bob Shillinger, Senior Assistant County Attorney Cynthia Hall, Assistant County Attorney Peter Morris, and a certified court reporter.

PREVIOUS RELEVANT BOCC ACTION:
10/18/23, BOCC approved holding a closed session on 11/8/2023 at the regular BOCC meeting in Key West at 9:00 A.M. or as soon thereafter as may be heard.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Hold the closed session.

DOCUMENTATION:

Closed Session Script - Pirates Cove Property Owners Ass'n et al. v. MC Archer Barry and Daniel Barry Jr..docx

FINANCIAL IMPACT:
N/A

Mayor's Script for the Day of the Closed Session

The following should be read at the appropriate point during the day of the closed session.

1. **Prior to going into closed session:**

A closed attorney-client session pursuant to Section 286.011(8), Florida Statutes, will now be held. It is estimated that this meeting will take approximately fifteen (15) minutes. The persons attending the meeting will be the County Commissioners, County Administrator Roman Gastesi, County Attorney Bob Shillinger, Senior Assistant County Attorney Cynthia Hall, Assistant County Attorney Peter Morris, and a certified court reporter.

Since the law prohibits any other person from being present at the closed session, the Commissioners, the County Administrator, the attorneys for the County, and the court reporter will now remain in this meeting room, and all other persons are required to leave the room. When the closed session is over, we will re-convene and re-open the public meeting. This public meeting is now closed.

2. **At the beginning of the closed session:**

I now call this closed session to order. For the record, this meeting is being held upon the request of the County Attorney, Bob Shillinger, who announced at a prior BOCC Regular Meeting held on October 18, 2023, that he needed advice in the matter of *Pirates Cove Property Owners and Boating Association*, *Inc., et al. v. Monroe County*, *Archer Berry*, *and Daniel Berry Jr.*, 16th Judicial Circuit Case No. 23-CA-365-P. At that meeting, the Board approved holding a closed session on 11/8/2023 and public notice was given through public announcement of the meeting at the 10/18/2023 BOCC Meeting and through publication of the 11/8/2023 BOCC regular meeting agenda on the County's website.

For the record, and the benefit of the court reporter, each of us will state our name and position, starting with the Commission.

(After all have identified themselves) – Thank you.

Just as a reminder, we will only be discussing settlement negotiations and strategy related to litigation expenditures. We cannot take any decisive action at this meeting. We can only provide information and direction to the attorneys. Any decisions this Board makes concerning this case must be done in a meeting open to the public.

Let's start our discussion with the County Attorney

3. **At the end of the closed session, prior to going into open session:**

This closed session is now terminated and we will now reconvene in the public meeting.

4. **After the public session has been re-opened:**

The attorney-client session has been terminated, and we are now re-opening this public meeting.

O1

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: O1
2023-1755

BULK ITEM: No

DEPARTMENT: District 1

TIME APPROXIMATE:
9am

STAFF CONTACT: Amanda Leggett

AGENDA ITEM WORDING: **MAYOR CATES:** Presentation of Stock Island Community Health Survey Report Data.

ITEM BACKGROUND:
Dr. Carla Fry and Jennifer Lefelar from the Florida Department of Health will present the data from the Stock Island Community Health Survey.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

BOCC Presentation Stock Island Community Health Survey Data - FINAL VERSION 110823.pdf

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FINANCIAL IMPACT:

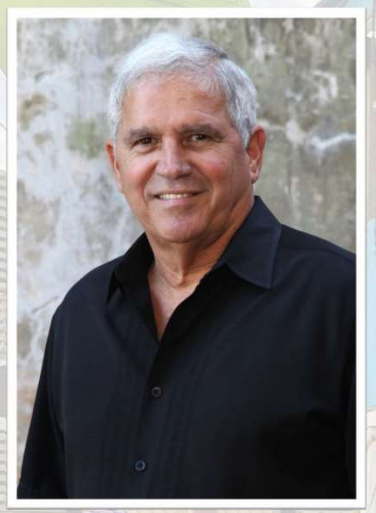


This is the start of a conversation.
Solutions will take a village.

Dr. Carla Fry, PhD, MSN, RN
Florida Department of Health in Monroe County
Administrator and Health Officer



BOCC MONTHLY MEETING – NOVEMBER 8, 2023



Mayor Craig Cates
Monroe County Commissioner
District 1

Thank you, Mayor Cates, for your involvement in this initiative for Stock Island from the beginning.



THANK YOU

Stock Island Survey Report

Presented by:

Jennifer Lefelar

DOH-Monroe

Principal Investigator & Public Information Officer



- Background & Methods
- Data Presentation
- Stock Island Town Hall
- Progress Since Survey
- Ideas For Next Steps

Please hold questions until the end.



AGENDA – 15 MINUTES

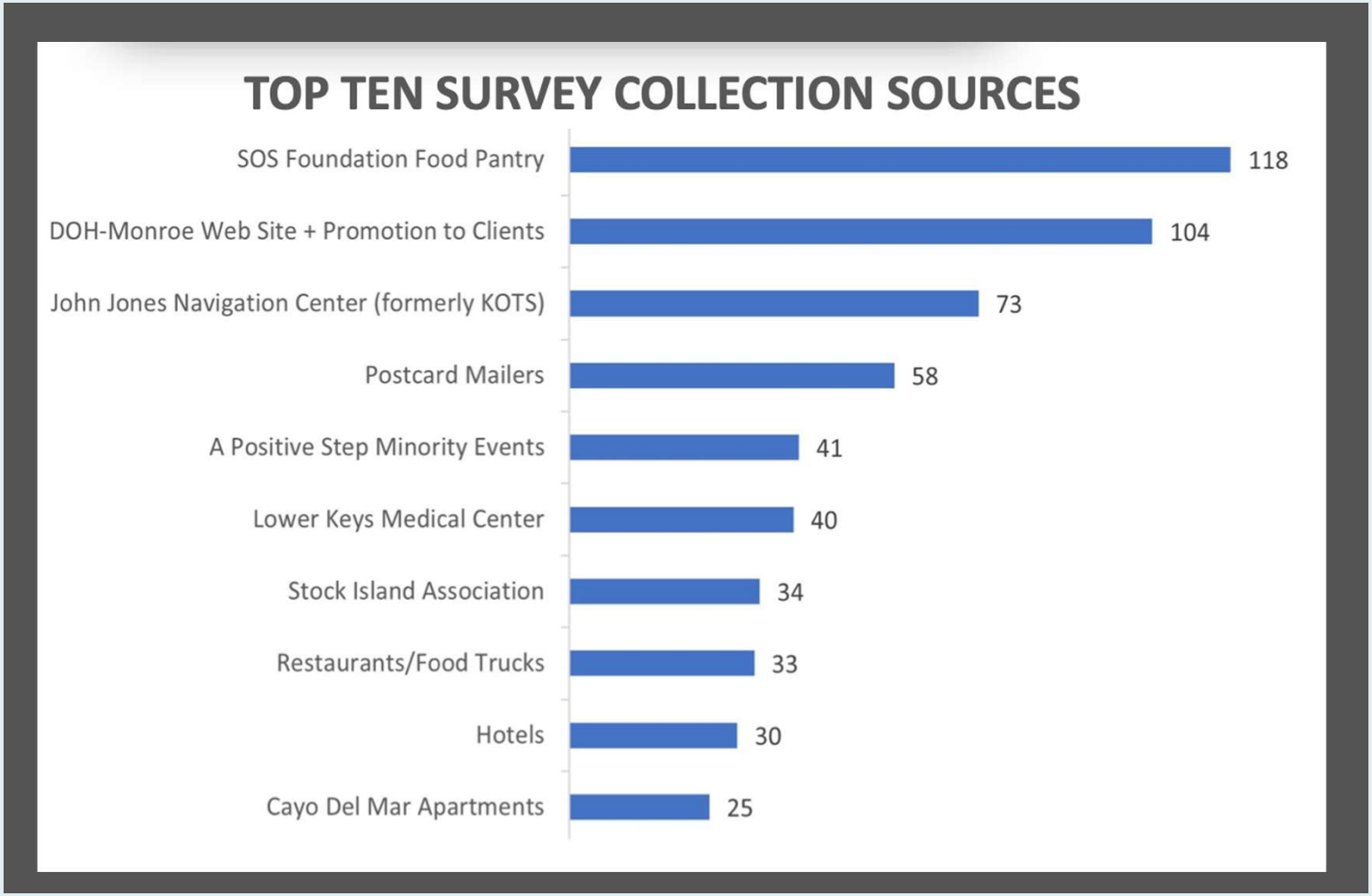
- April 1- September 20, 2022
- Completion incentive
- Residents or workers of Stock Island who are age 14+
- English, Spanish, & Haitian Creole
- Paper & Online



716 Responses

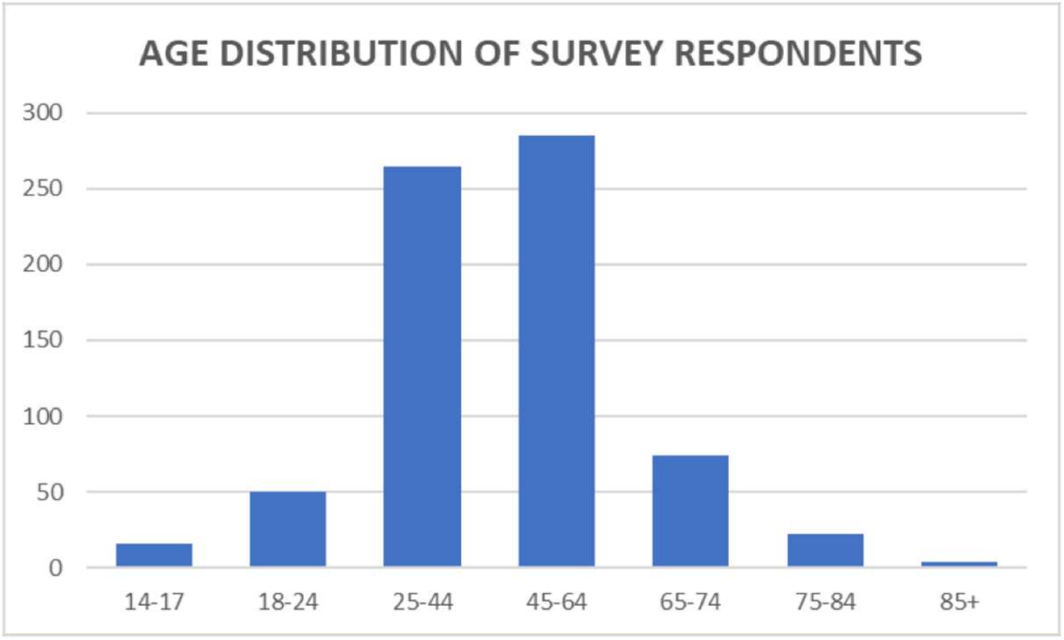


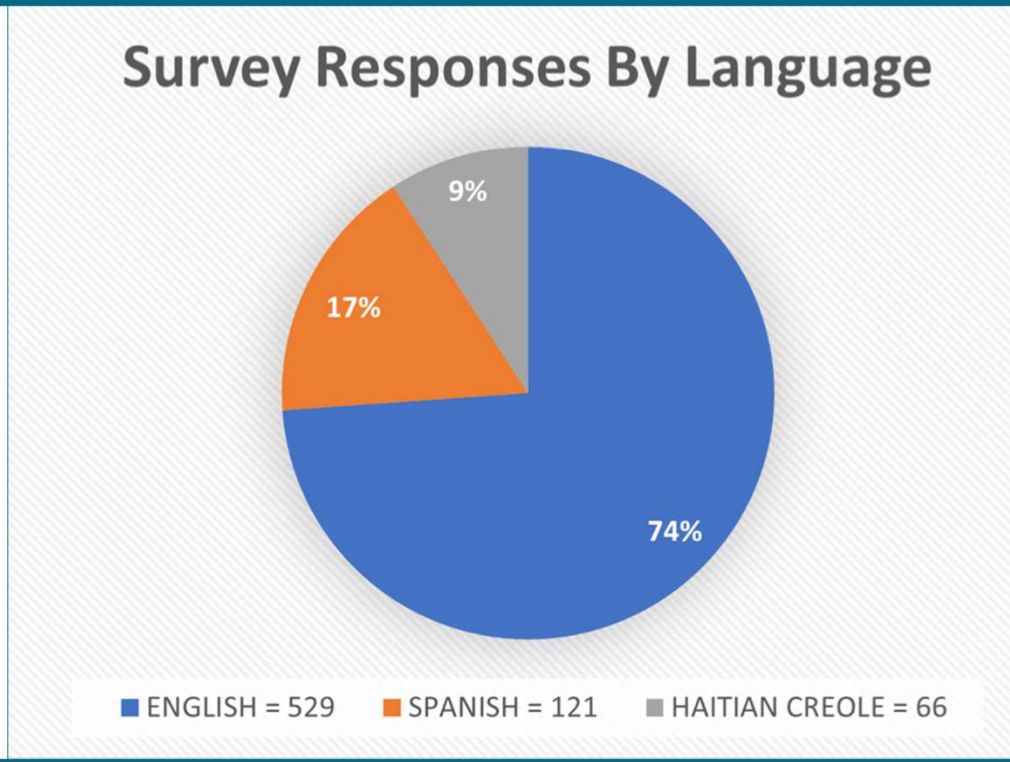
1667



BACKGROUND & METHODS

SURVEY RESPONDENT COMPOSITION





DOH-Monroe followed a nationally-recognized community health assessment protocol called PACE-EH.





- PACE-EH also used for assessments in Bahama Village (2015), Marathon (2018) and Key Colony Beach (2018).







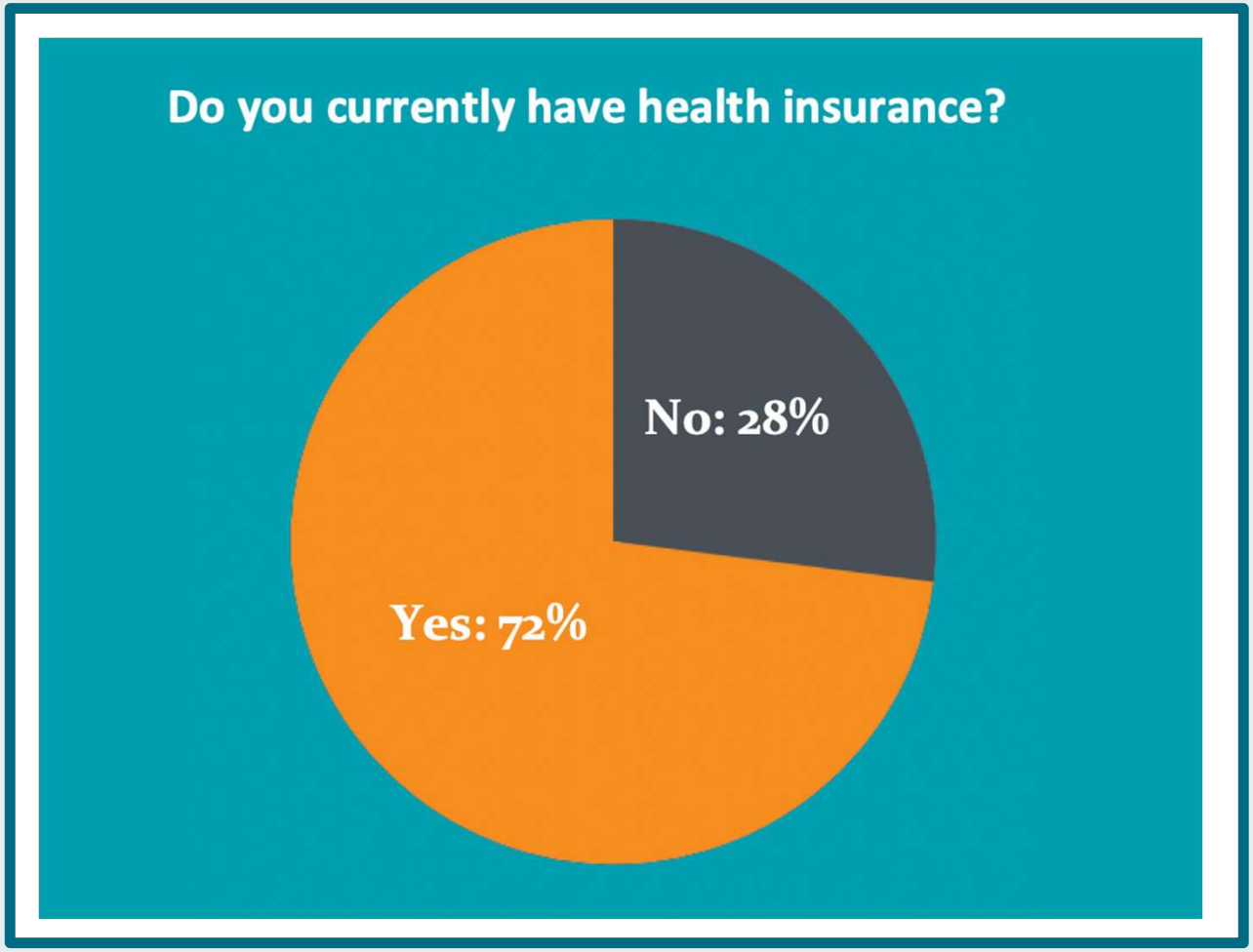
These social and economic factors affect our health

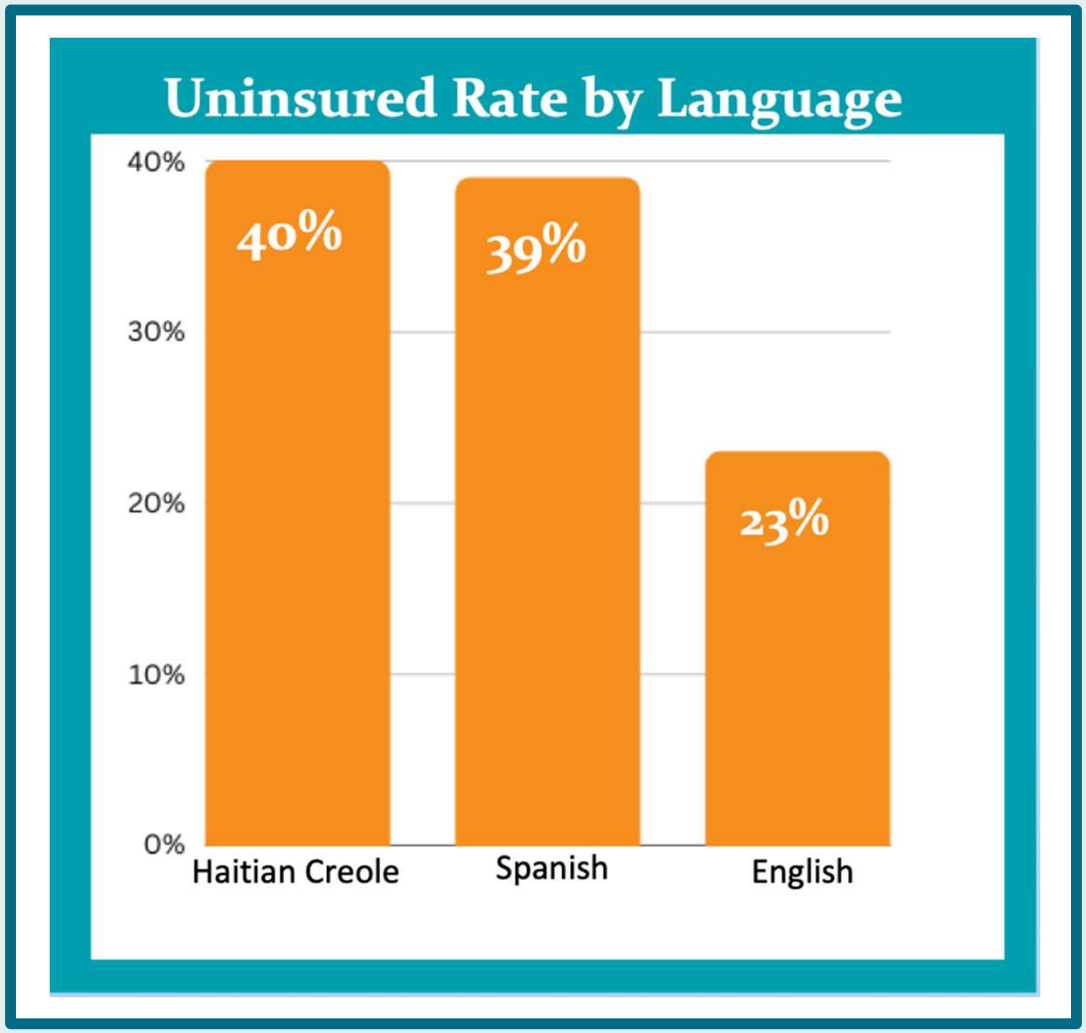


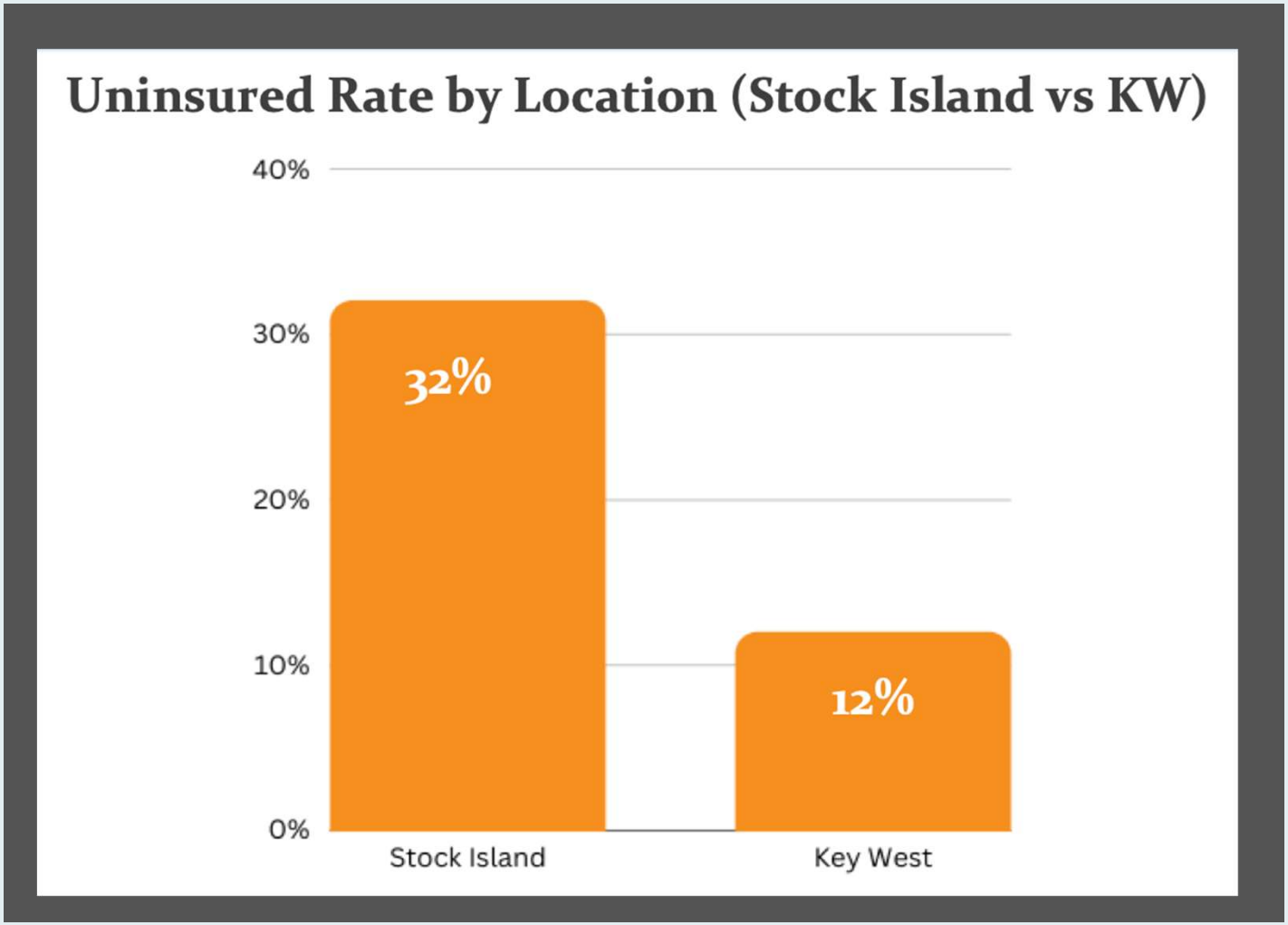
- Health Care
- Housing
- Transportation
- Food & Nutrition
- Social Opportunities

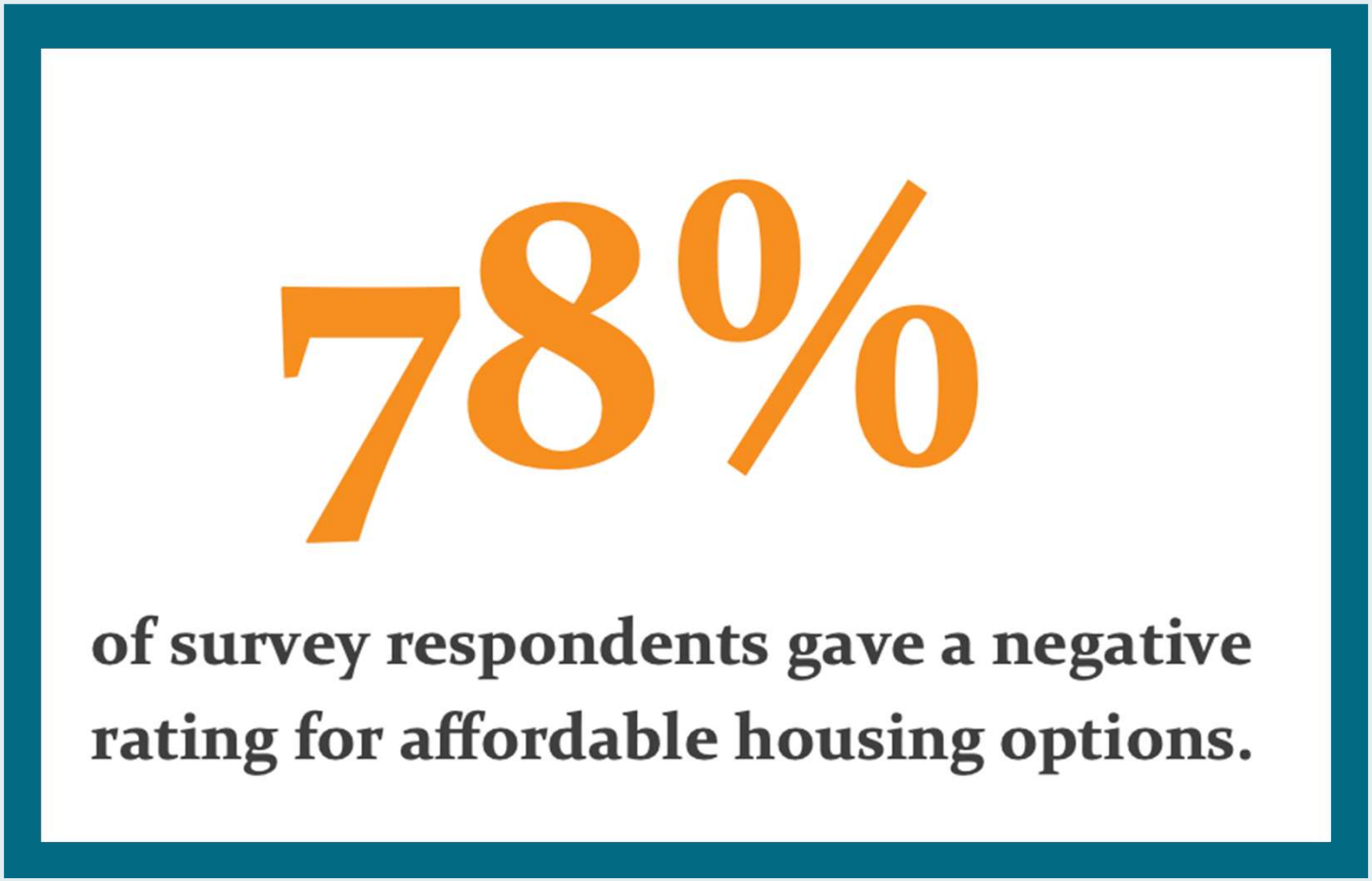
Data Presentation

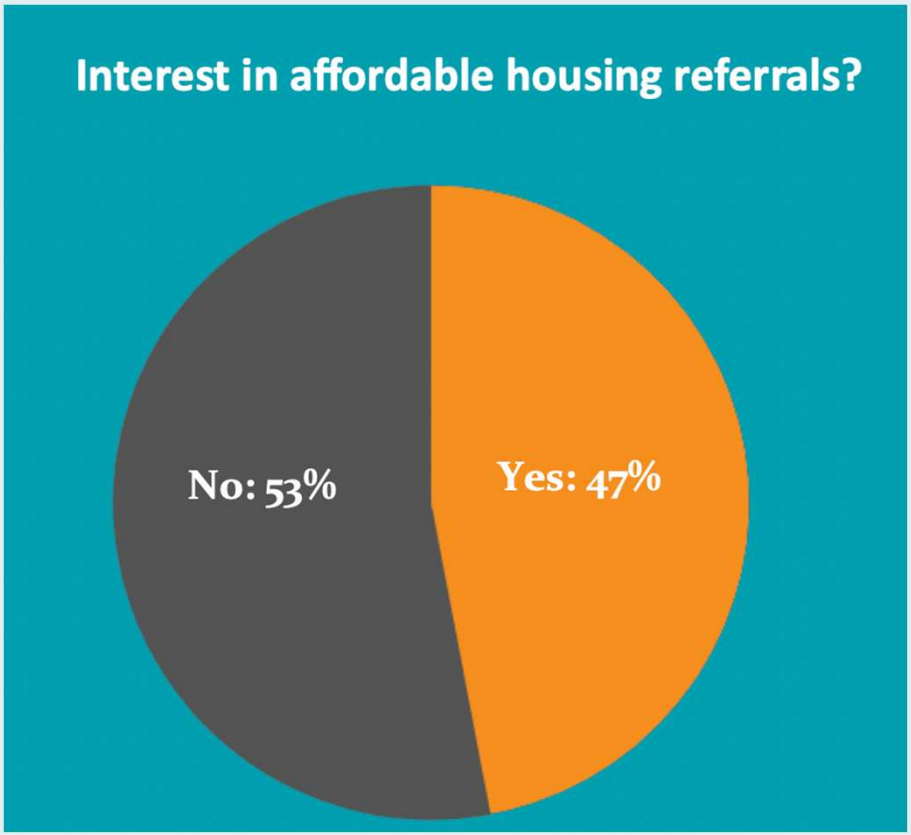



Do you currently have health insurance?
No: 28%
Yes: 72%

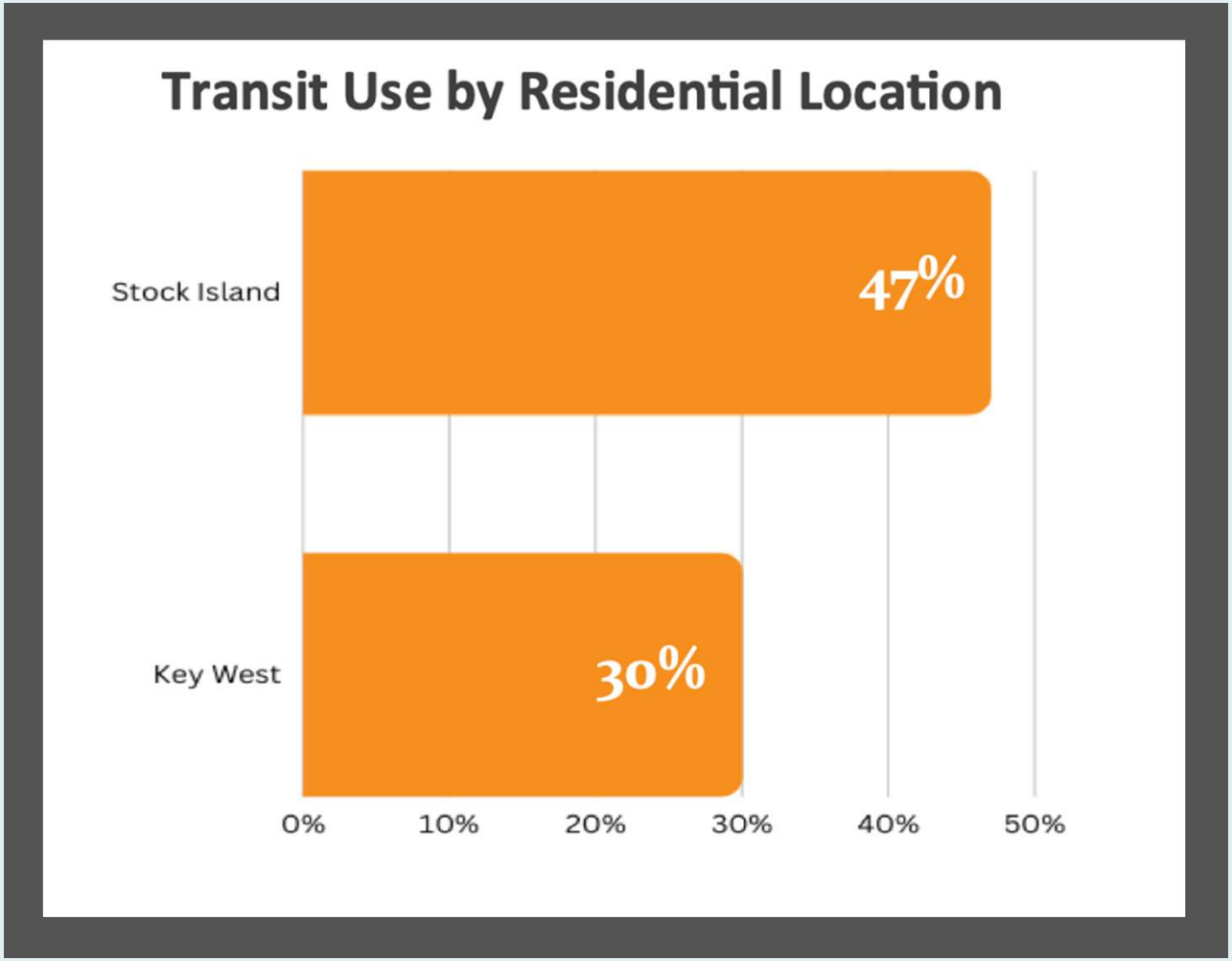

Uninsured Rate by Language
40%
30%
20%
10%
0%
40%
39%
23%
Haitian Creole
Spanish
English


Uninsured Rate by Location (Stock Island vs KW)
40%
30%
20%
10%
0%
32%
12%
Stock Island
Key West

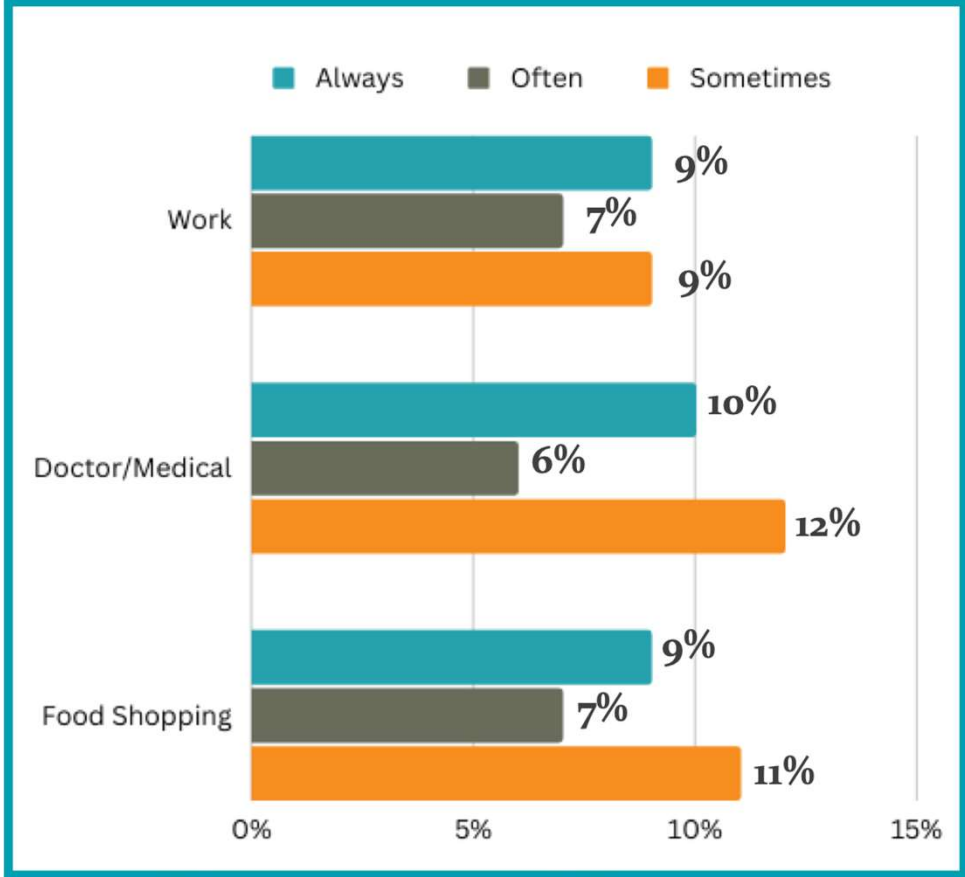

78%
of survey respondents gave a negative rating for affordable housing options.

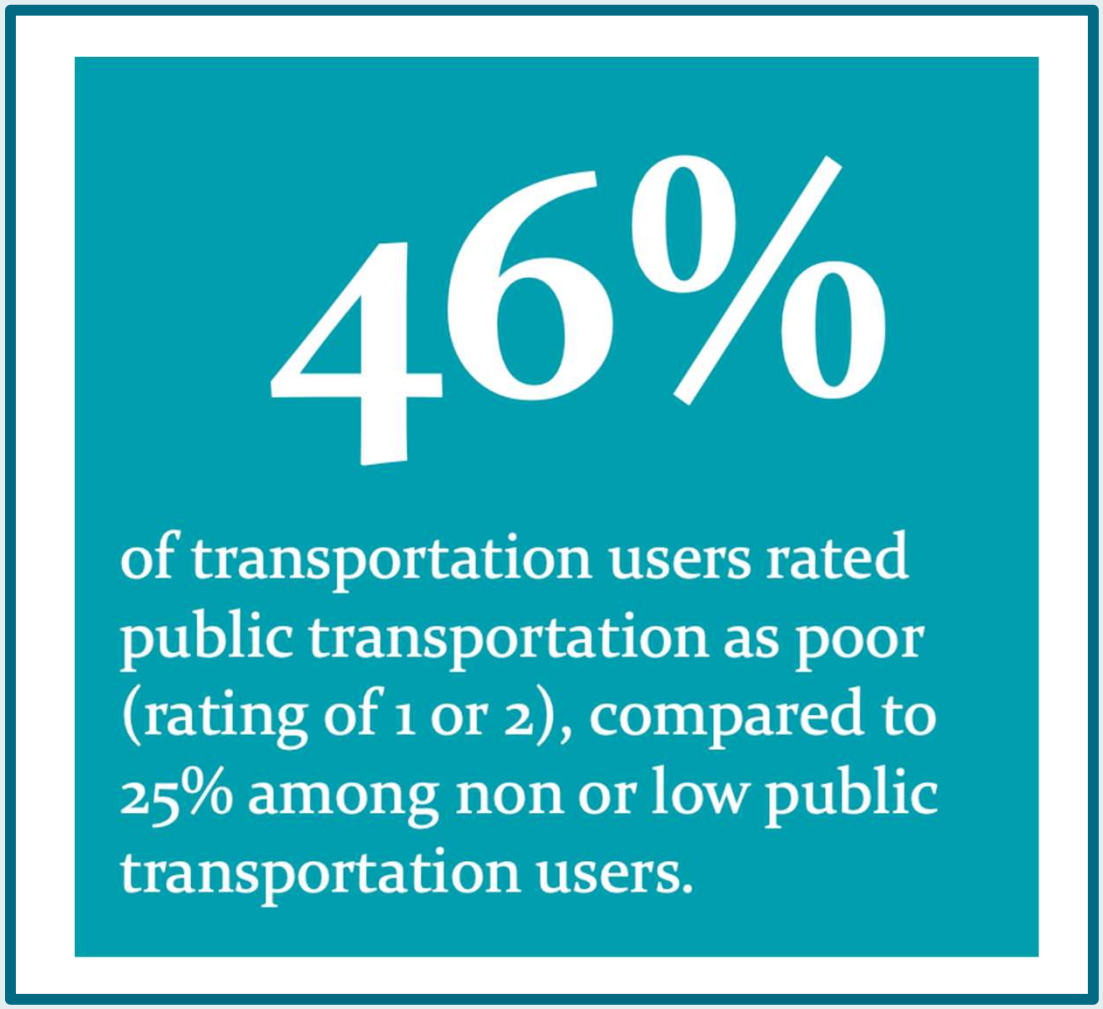


- #1 of 17 for every age category except 18-24
- #1 of 17 for English & Haitian Creole respondents (#2 for Spanish respondents)


Transit Use by Residential Location
Stock Island
47%
Key West
30%
0%
10%
20%
30%
40%
50%

Transit Use (Always, Often, Sometimes) by Top 3 Categories (When riding the bus, where do you go?)

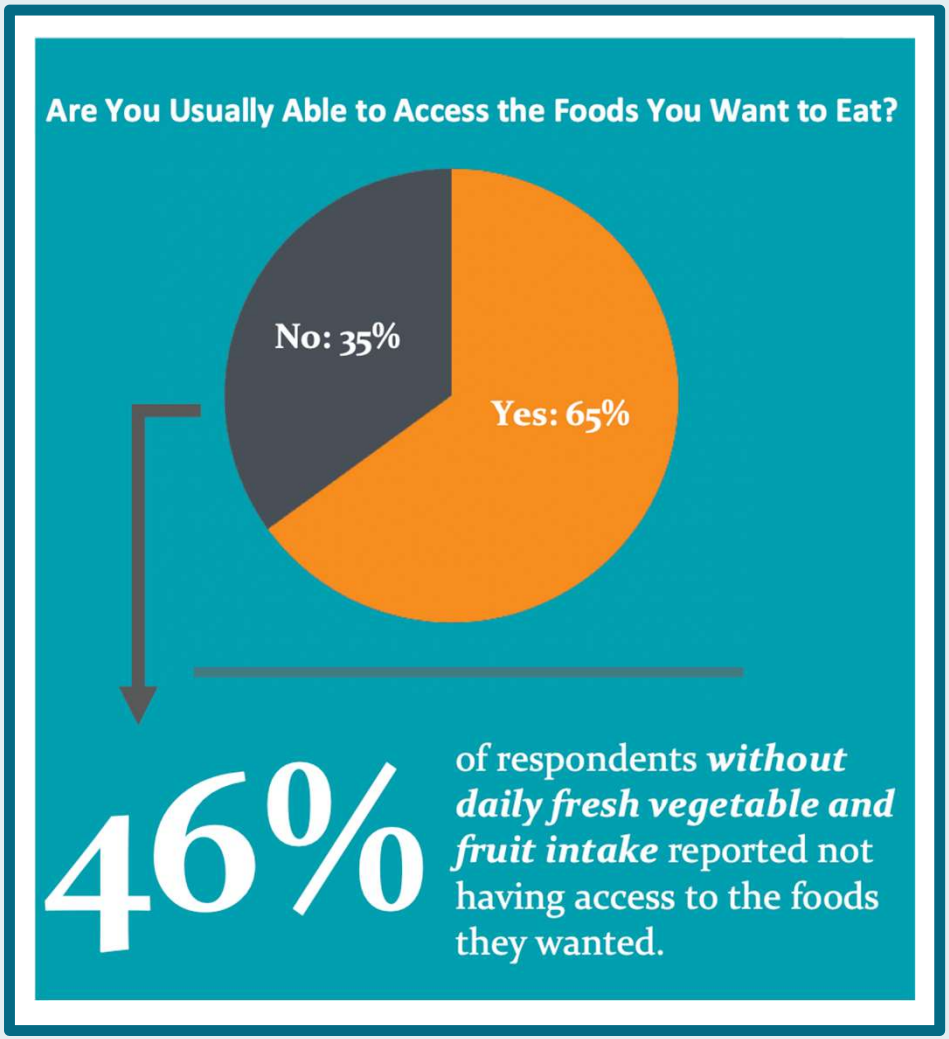


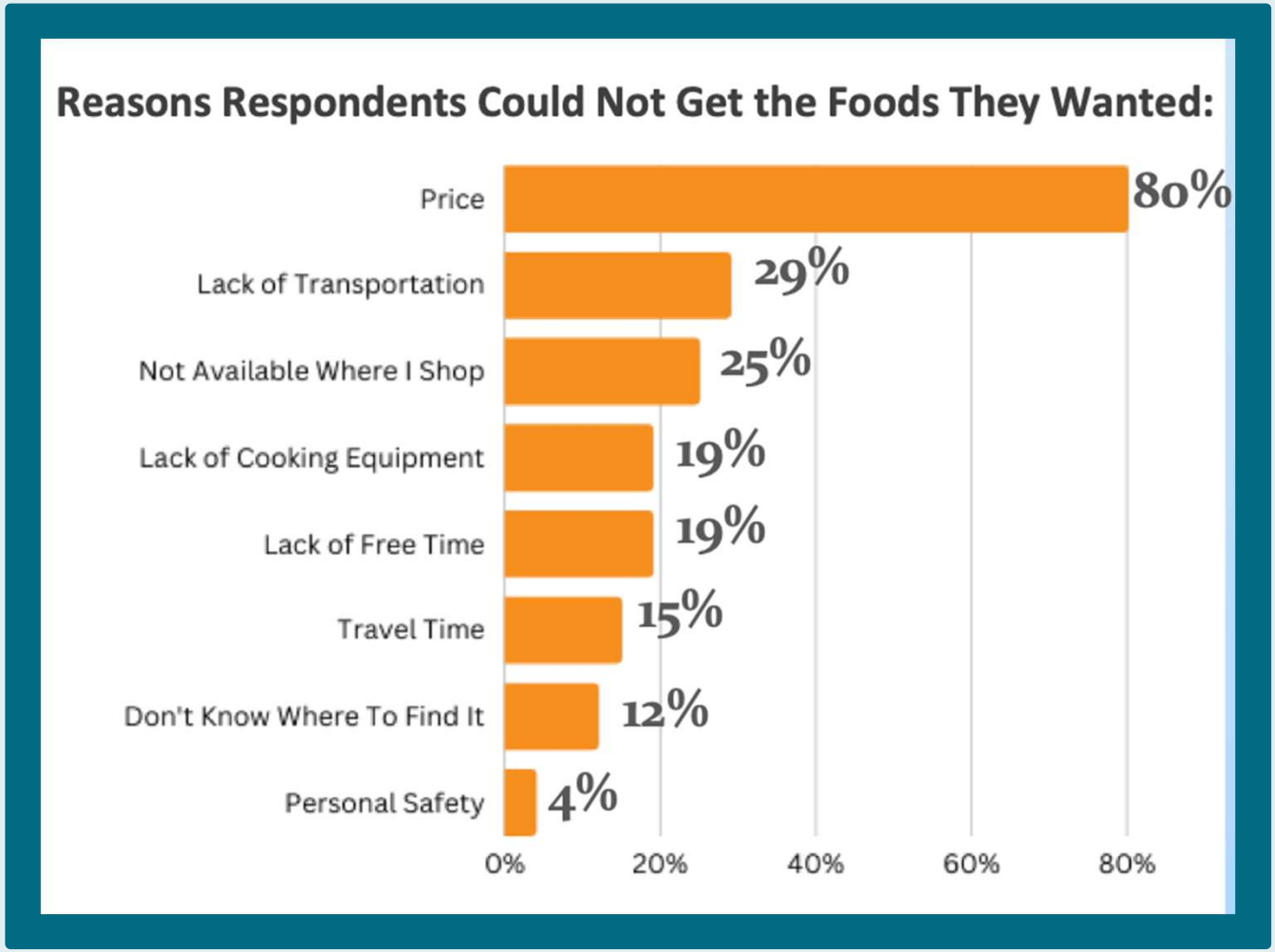

46%
of transportation users rated public transportation as poor (rating of 1 or 2), compared to 25% among non or low public transportation users.

Among respondents who were unable to access the foods they wanted

29%

cited transportation as a factor


Are You Usually Able to Access the Foods You Want to Eat?
No: 35%
Yes: 65%
46%
of respondents *without daily fresh vegetable and fruit intake* reported not having access to the foods they wanted.

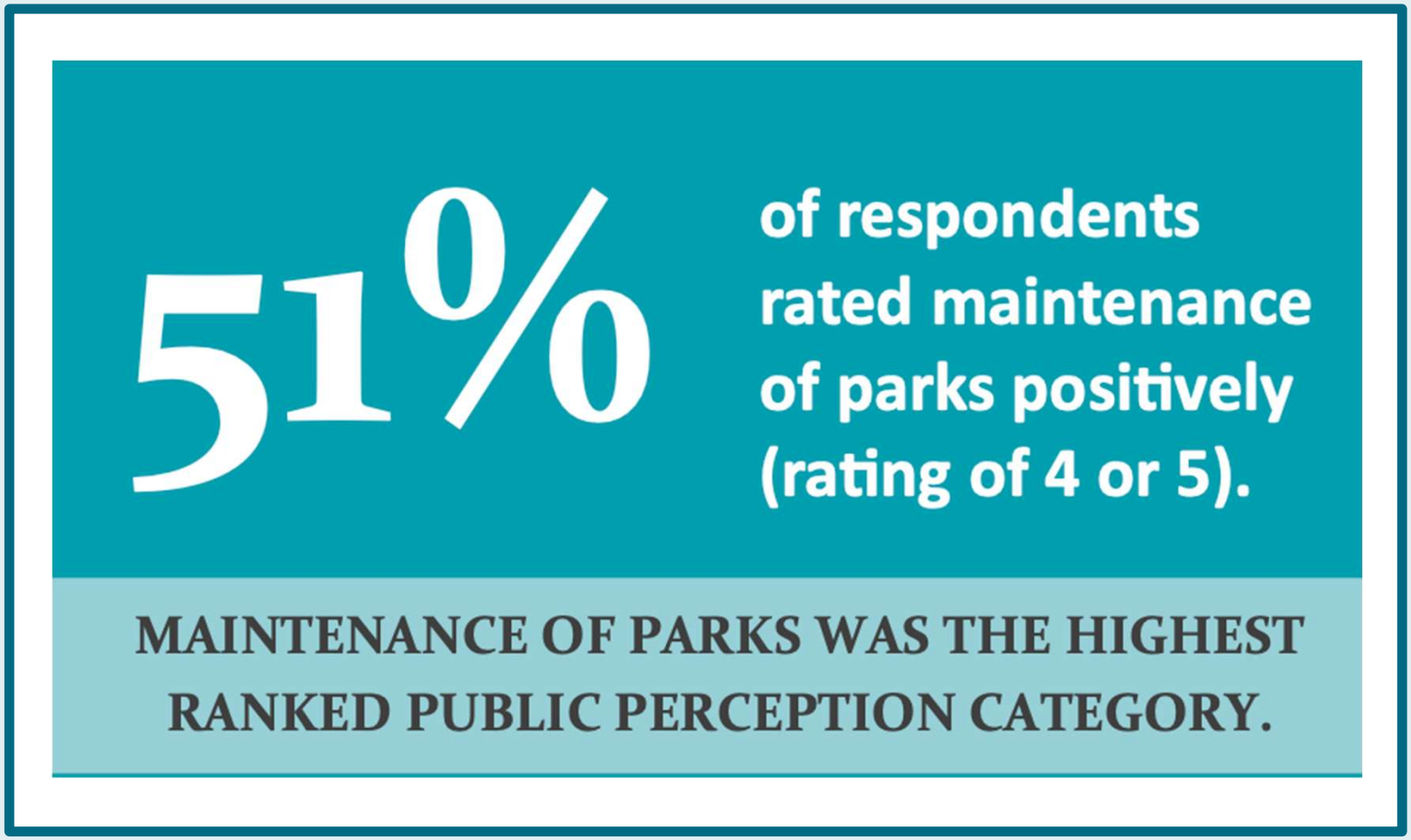

Reasons Respondents Could Not Get the Foods They Wanted:
Price
80%
Lack of Transportation
29%
Not Available Where I Shop
25%
Lack of Cooking Equipment
19%
Lack of Free Time
19%
Travel Time
15%
Don't Know Where To Find It
12%
Personal Safety
4%
0%
20%
40%
60%
80%

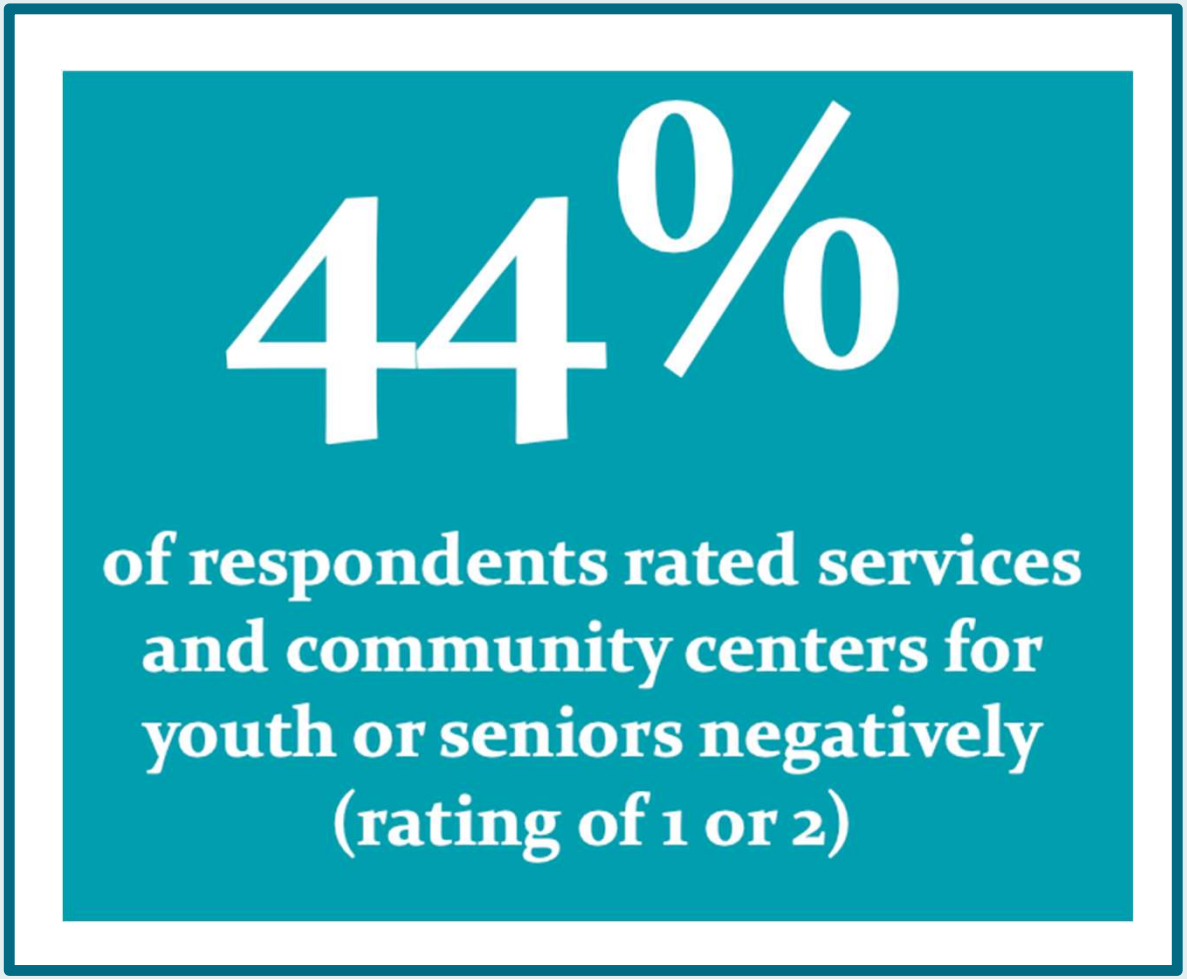
60%

did *NOT* consume fresh vegetables daily

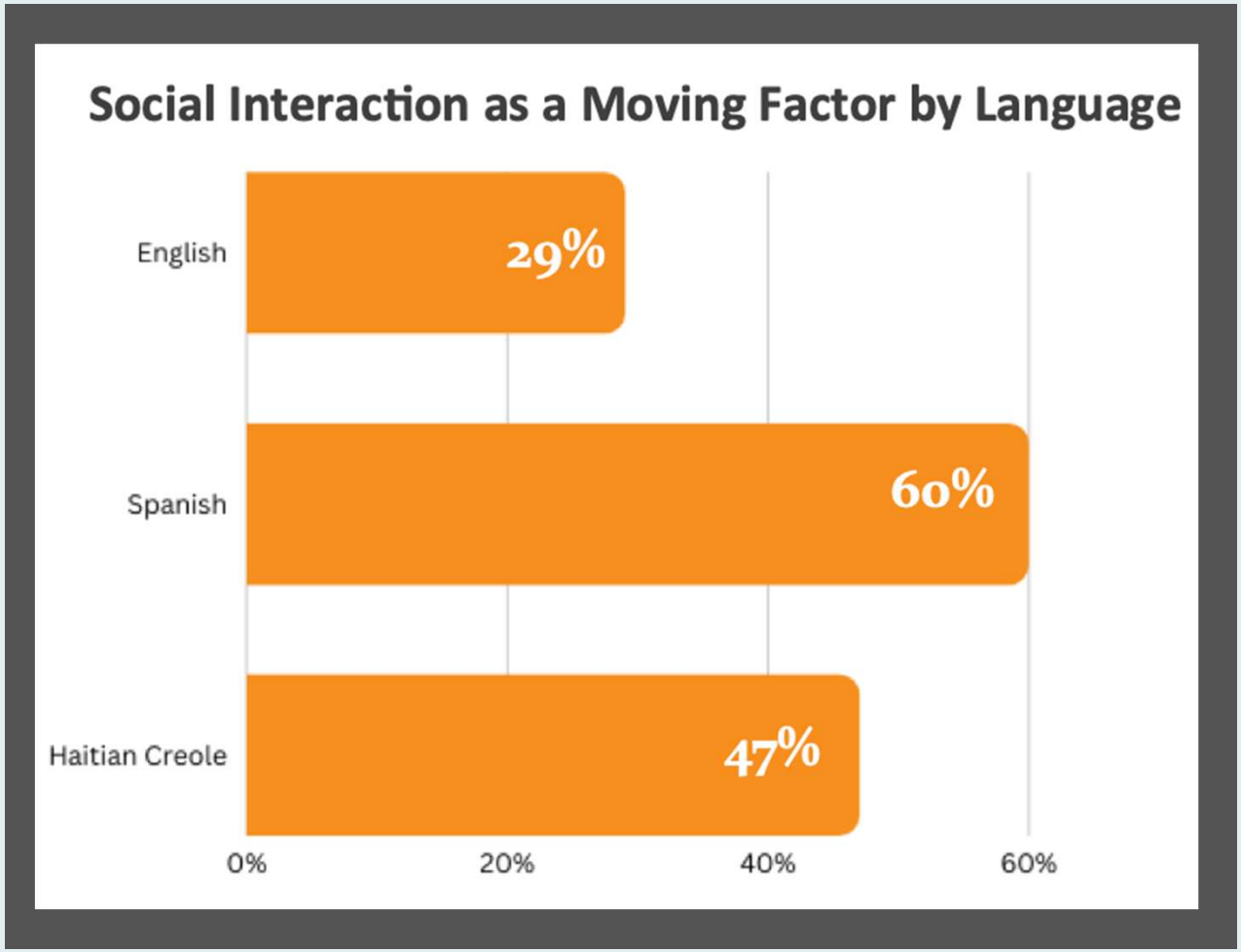
81%

did *NOT* consume multiple servings of vegetables daily


51%
of respondents rated maintenance of parks positively (rating of 4 or 5).
MAINTENANCE OF PARKS WAS THE HIGHEST RANKED PUBLIC PERCEPTION CATEGORY.



SOCIAL OPPORTUNITIES



SOCIAL OPPORTUNITIES





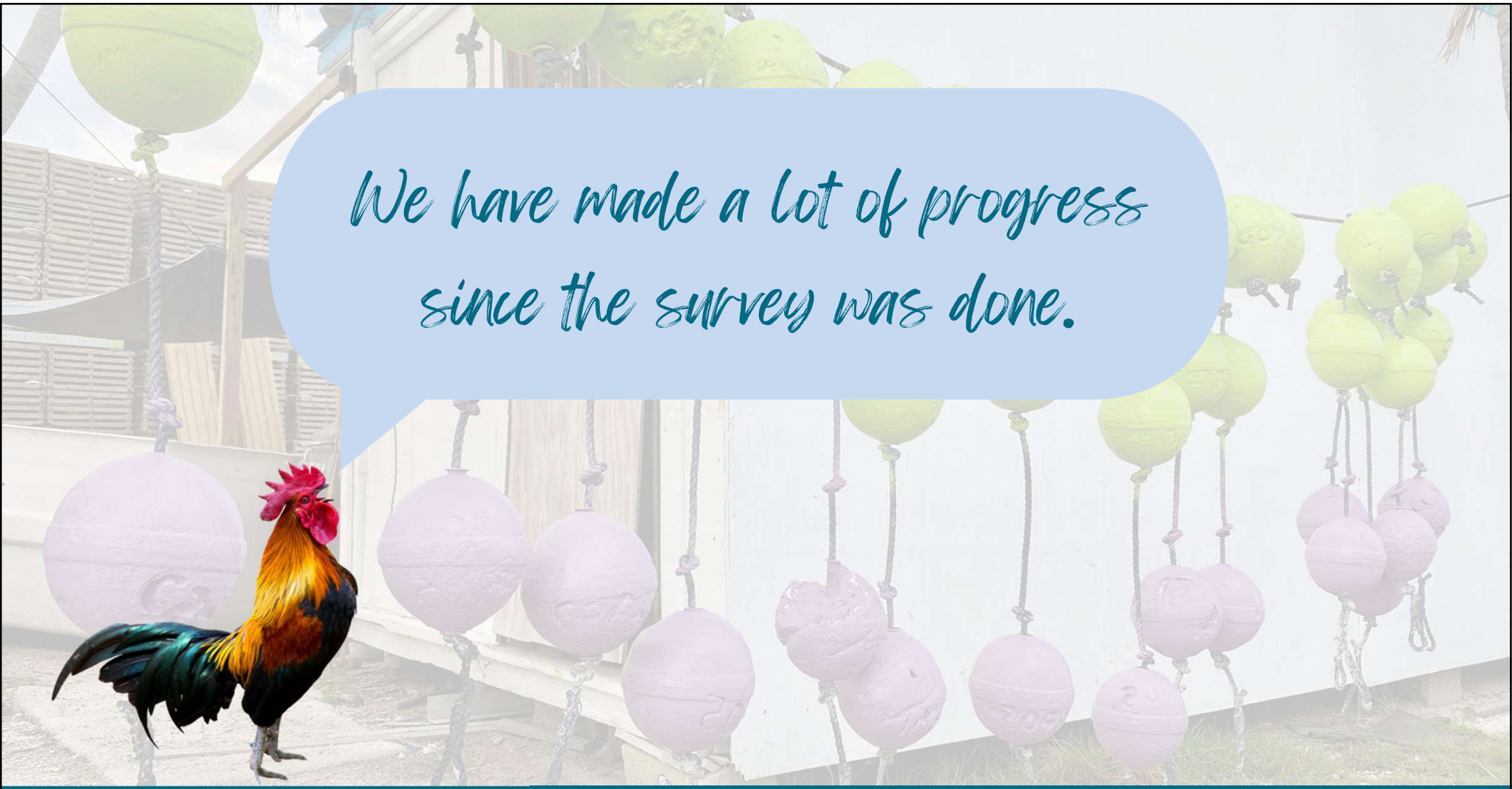


50 ATTENDEES



* See page 33-35 of survey report for more details.




We have made a lot of progress since the survey was done.



SOS Foundation used this data to demonstrate community need for a grant application to the United States Department of Agriculture and was awarded $499,581 in funding for the Local Food Promotion Program.

* See page 32 of survey report for more details.

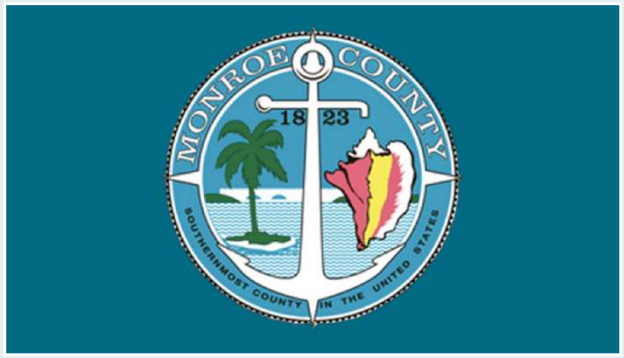
HOUSING AUTHORITY
OF THE CITY OF KEY WEST, FLORIDA



May, 2023 – Garden View apartment complex opens with 103 units with funding by the Key West Housing Authority.

Key West Department of Transportation

- December, 2022 – Key West Rides (on demand bus service for same fare) launched.
- June , 2023 - Workforce Express route from Stock Island to Bahama Village launched.



- Monroe County Parks and Beaches continues to expand recreational programs to meet the needs of the Stock Island.

- Bernstein Park community center has been utilized more and library kiosk was added.

Ideas For Consideration



1. Provide financial incentives to large grocery store chain (Publix or ALDI) or a local grocery store to build and open a new food store on Stock Island.

- Stock island is currently a “food desert” and a large chain food store would help address this problem.
- Supports the evidence-based “Food as Medicine” approach to health improvement.
- Data from the survey and write-in comments (page 100 of survey report) both support this need.

2. Build splash pad at Bernstein Park.

- 3 splash pads on Key West. 0 splash pads on Stock Island.
- For Stock Island families too far to drive kids over the bridge.
- The CDC says properly operated and managed splash pads create healthy and safe water experiences.
- Child development benefits – more than just fun in the sun.
- Splash pads eliminate the drowning hazards of a swimming pool and less expensive to build and maintain than a pool.

3. Help SOS Foundation secure new location on Stock Island.

- SOS needs a bigger, safer space on Stock Island.
- Parking challenges at current location.
- Access to fresh produce important for Stock Island.
- Discussion on this topic at Stock Island Town Hall (4/11/23).

4. DOH-Monroe and The College of the Florida Keys (CFK) partnering to provide clinical services to Stock Island.

- This is a work in progress and will be collaborative.
- Federal, state & local support will be needed.
- Located on CFK campus.
- At least 1-2 days a week.

Thank You



We will be happy to answer questions now, or you can send an email to Jennifer.Lefelar@flhealth.gov.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: O2
2023-1772

BULK ITEM: Yes

DEPARTMENT: District 1

TIME APPROXIMATE:
n/a

STAFF CONTACT: Amanda Leggett

AGENDA ITEM WORDING: **MAYOR CATES:** Approval to reappoint Gayle Tippett to the Tourist Development Council.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

2023 - MC Boards and Committees Appointment Form - Gayle Tippett TDC.pdf

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FINANCIAL IMPACT:

Monroe County Boards and Committees
Appointment Information

Board or Committee: Tourist Development Council

Commissioner Appointing Member: Craig Cates

Name of Member: Gayle Tippett

Address: 29321 Big Pine Street
Big Pine Key, FL 33043

Phone:

Mobile: 3057313519

Fax:

Email: strizone@aol.com

Date of Appointment: 11/8/2023

Reappointment: yes

Date Term Expires: 11/8/2027

Name of Person Replaced: n/a

Fulfilling Term of: n/a

Please list all current employers, business entities with which you have an ownership interest , and non-profit entities which you are a member: Co - owner of Strike Zone Charters/ Captain Hooks since 1991. Co -

State ethics laws regarding conflicts of interest prohibit a person from serving on an advisory board if the board member or the board member's relative is an officer, director, or employee of an entity that submits an application for funding that the advisory board will consider. Please call the County Attorney at 305.292.3470 if you think that you and/or a family member might have a conflict of interest before completing this application.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: P1
2023-1725

BULK ITEM: Yes

DEPARTMENT: Clerk

TIME APPROXIMATE:
No

STAFF CONTACT: Liz Yongue 305-292-3550

AGENDA ITEM WORDING: Approval of the minutes from the June 21, 2023, regular meeting.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

07. June 21.pdf

FINANCIAL IMPACT:
None

MINUTES
OF THE MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

Regular Meeting
Board of County Commissioners
Wednesday, June 21, 2023
Key Largo, Florida &
Via Communication Media Technology

A regular meeting of the Monroe County Board of County Commissioners convened at 9:00 a.m. at the Murray Nelson Government Center in Key Largo and via Communication Media Technology. Present and answering to roll call were Commissioner Michelle Lincoln, Mayor *Pro Tem* Holly Raschein, and Commissioner Jim Scholl. Commissioner David Rice and Mayor Craig Cates were absent from the meeting. Also present at the meeting were Roman Gastesi, County Administrator; Bob Shillinger, County Attorney; Kevin Madok, County Clerk; Liz Yongue, Deputy Clerk; county staff, members of the press and radio; and the general public.

Jorge Abreu, Florida Department of Agriculture & Consumer Services Regional Director, addressed the Board.

ADDITIONS, CORRECTIONS & DELETIONS

Bob Shillinger, County Attorney addressed the Board. Motion was made by Commissioner Scholl and seconded by Commissioner Lincoln to postpone the following Public Hearings to the September regular meeting:

P7 An Ordinance amending the Monroe County Land Development Code to establish Section 130-143, creating the Tavernier Key Commercial Overlay District, including the purpose and intent, boundary, applicability, and NROGO allocation standards, as proposed by Smith/Hawks, P.L. on behalf of Cemex Construction Materials Florida, LLC.

P8 An Ordinance amending the Monroe County Land Use District (Zoning) Map to apply the Tavernier Key Commercial Overlay District to property located at 92501 Overseas Highway, Key Largo, at approximately mile marker 92.5, having Parcel Identification Numbers 00089490-000000 and 00490250-000000; as proposed by Cemex Construction Materials Florida, LLC f/k/a Singletary Concrete Products, Inc.

Motion carried unanimously.

A1 Motion was made by Commissioner Lincoln and seconded by Commissioner Scholl granting approval of the Additions, Corrections and Deletions to the agenda. Motion carried unanimously.

A2 Motion was made by Commissioner Lincoln and seconded by Commissioner Scholl adopting the following Resolution reclaiming the title of creating the world's largest Key Lime Pie, on July 3rd, 2023, at the Bicentennial Celebration at the Big Pine Key Community Park. Motion carried unanimously.

RESOLUTION NO. 190-2023

Said Resolution is incorporated herein by reference.

PRESENTATION OF AWARDS

B1 Presentation of Years of Service Award in recognition of 25 years of service to Tiffany Stankiewicsz, Development Administrator with the Planning and Environmental Resources Department.

B2 Presentation by Ruth Coleman, Special Olympics of South Florida Sports Training & Competition Manager, to thank the Parks and Beaches Department for their continued support.

B3 Presentation of support for July to be designated as Parks and Recreation month.

BULK APPROVALS

Motion was made by Mayor *Pro Tem* Raschein and seconded by Commissioner Lincoln granting approval of the following items by unanimous consent:

C1 Board adopted the following Resolution authorizing Glennis Walters to act as an authorized agent of Animal Control to enforce Chapter 4, Monroe County Code, and Chapter 828, Florida Statutes, to issue citations for violation of the Monroe County Code, and/or attend Court.

RESOLUTION NO. 191-2023

Said Resolution is incorporated herein by reference.

C2 Board adopted the following Resolution of a Florida Department of Transportation Small County Outreach Program Grant Agreement, in the amount of $2,787,598.00, which is 75% of the construction estimate, to partially fund construction of the Key Largo III Roadway and Drainage Improvement Project.

RESOLUTION NO. 192-2023

Said Resolution is incorporated herein by reference.

C3 Board granted approval of a Request for Expenditure from the Law Enforcement Trust Fund, as follows: $500.00 for Marathon High School Operation Graduation 2023 to help cover expenses for the all-night event which provides a safe, drug and alcohol free celebration to recognize the achievements of our graduating seniors.

C4 Board granted approval and authorized execution of a 10th Amendment to the Amended and Restated Agreement with Florida Keys Society for Prevention of Cruelty to Animals, Inc. for operation of the Key West Animal Shelter, providing for a 6.5% CPI adjustment of $54,204.81, retroactive to May 1, 2023. The annual contract amount, in the amount of $888,124.93, is funded by Ad Valorem revenues.

C5 Board granted approval and authorized execution of Additional Terms and Conditions for Rural and State Grant Agreement No. S22-23-01-40, a State of Florida e911 Board Grant for 911 Call Handling System Replacement for the Monroe County Sheriff's Office, which was approved at the October 19, 2022 regular meeting.

C6 Board granted approval of a waiver of the Monroe County Purchasing Policy to allow Maverick United Elevator, LLC, (Maverick) to perform under its current Agreement to complete deferred maintenance elevator upgrades for two elevators at the Monroe County Detention Center facility, on Stock Island; and granted approval of payment, in the amount of $307,770.00, submitted by Maverick. American Rescue Plan Act funding will be utilized for these upgrades.

C7 Board adopted the following Resolution amending the Personnel Policies and Procedures Manual, revising and updating section 2.16 (B), Years of Service Program, section 4.10 Temporary Higher Classification, and Section 5.02 (A)(4) Calculation of Overtime.

RESOLUTION NO. 193-2023

Said Resolution is incorporated herein by reference.

C8 Board granted approval and authorized execution of a 7th Amendment to the Contract with Florida Keys Society for Prevention of Cruelty to Animals, Inc. for operation of the Marathon Animal Shelter, providing for a 6.5% CPI adjustment of $31,938.18, effective July 1, 2023. The annual contract amount, in the amount of $523,294.86, is funded by Ad Valorem revenues.

C9 Board granted approval to award bid and authorized execution of a Contract with Horsepower Electric Inc., the lowest responsive bidder, in the amount of $97,069.00, for the Card Sound Bridge Navigational Lighting Replacement Project.

C10 Board granted approval and authorized execution of a County-Owned Property Residential Lease Agreement, with a County employee as Lessee, for a unit in a County-owned duplex to commence July 1, 2023, and extend through June 30, 2024. The monthly rental amount is $2,468.51.

C11 Board granted approval and authorized execution of a Contract with Samsara, Inc., in the amount of $241,251.00, and with a term of 40 months, for GPS Services for all County vehicles and equipment, funded by the Fleet Maintenance budget. Annual payments of $81,675.00, $79,788.00, and $79,788.00 are due in October 2023, October 2024, and October 2025, respectively.

C12 Board granted approval and authorized execution of an Agreement with Matern Professional Engineering, Inc. in the amount of $661,400.00 for Engineering Design Services of Generators for Critical Facilities. This project is funded by the Hazard Mitigation Grant Program and Fund 304 Infrastructure Sales Tax.

C13 Board granted approval to negotiate an Agreement with CPH, LLC, the highest ranked respondent to the Request for Qualifications, for Professional Architectural and Engineering Services for the Rockland Key Public Works Master Plan. If negotiations cannot be reached with the highest ranked respondent, granted approval to negotiate with the next highest ranked respondent until successful negotiations are completed.

C14 Board granted approval and authorized execution of a 2nd Modification to the Florida Division of Emergency Management Mitigation Sub-Grant Agreement No. PDMC-PJ-04-FL-2018-014, extending the period of performance to April 1, 2024, to allow for completion of the project.

C15 Board granted approval and authorized execution of an Agreement with Statewide Guardian Ad Litem Office for reimbursement of Child Advocate Manager Services to provide funding for a Child Advocate Manager position, commencing July 1, 2023 and extending through June 30, 2024, State Fiscal Year 2023-2024.

C16 Board granted approval and authorized execution of a 5th Amendment to the Agreement with Master Mechanical Services, Inc., for Middle Keys HVAC Maintenance and Service, to update certain contract provisions, and specifically to include American Rescue Plan Act provisions. Funding is Ad Valorem.

C17 Board granted approval and authorized execution of a 5th Amendment to the Agreement with Master Mechanical Services, Inc., for Upper Keys HVAC Maintenance and Service, to update certain contract provisions and specifically to include American Rescue Plan Act provisions. Funding is Ad Valorem.

C18 Board granted approval and authorized execution of a Contract between Monroe County and the Community Transportation Coordinator, Guidance Care Center Inc., for the contract period of July 1, 2023 through June 3, 2024. This is a non-monetary partnership/collaboration contract required by the State of Florida Commission for the Transportation Disadvantaged.

C19 Board accepted the Report of monthly Change Orders for the month of May 2023, reviewed by the County Administrator/Assistant County Administrator. Said report is incorporated herein by reference.

C20 Board granted approval and authorized execution of a 1st Amendment to Agreement No. CAC2018-0189 with Sarasota County, in the amount of $30,714.89, for continued use of GovMax Budgeting Software.

C21 Board granted approval and authorized execution of a 1st Addendum to the Employment Agreement with Dixie "Sandy" Roussin for Fire Rescue EMS Billing Specialist position with an increase in salary from $48,000.00 to $52,000.00, to commence on July 12, 2023 and terminate on July 11, 2025.

C22 Board granted approval of a Memorandum of Understanding with Monroe County Sheriff's Office to transfer title to security assets purchased with Fiscal Year 2020 Urban Area Security Initiative Grant funds; and authorized the Emergency Management Director or designee to execute all necessary documents to effect the transfer.

C23 Board granted approval and authorized execution of Additional Terms and Conditions for Rural and State Grant Agreement No. S22-23-01-41, with the Florida Department of Management Services. This agreement is a post-approval Grant Agreement required by the Florida e911 Board.

C24 Board granted approval and authorized execution of a 4th Change Order to the Agreement with Gary's Plumbing and Fire, Inc., in the amount of $16,712.65, for the Pigeon Key Fire Suppression System Installation Project, to extend the project's completion date an additional 288 days. This project is funded by a Tourist Development Council Grant.

C25 Board granted approval to purchase Network Infrastructure for Monroe County Emergency Operations Center, in the amount of $267,708.90. This purchase utilizes competitively bid pricing under State of Florida Contract NASPO No. 4322000-19-ACS and General Services Administration Contract No. GS-35F-303DA.

C26 Board granted approval and authorized execution of an Agreement with the State of Florida, Division of Emergency Management, concerning an Emergency Management Preparedness and Assistance Base Grant, in the amount of $105,806.00, which requires no county match.

C27 Board granted approval and authorized execution of a 6th Change Order to the Contract with D. L. Porter Constructors, Inc. for the Public Defender 16th Judicial Circuit– Key West Offices Project, increasing the contract amount, in the amount of $254,710.25, and extending the substantial completion date by 30 days.

C28 Board granted approval and authorized execution of an Agreement extending the Data Center Lease with Quality Technology Services for five years, in the amount of $125,693.30 per year. This Agreement provides continued uninterrupted data center space for Monroe County and several County constitutional offices.

C29 Board adopted the following Resolutions concerning the Transfer of Funds and the Receipt of Unanticipated Revenue:

Receipt of Unanticipated Funds (OMB Schedule Item No. 1).
RESOLUTION NO. 194-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 2).
RESOLUTION NO. 195-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 3).
RESOLUTION NO. 196-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 4).
RESOLUTION NO. 197-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 5).
RESOLUTION NO. 198-2023
Said Resolution is incorporated herein by reference.

Amending Resolution No. 164-2023 (OMB Schedule Item No. 6).
RESOLUTION NO. 199-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 7).
RESOLUTION NO. 200-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 8).
RESOLUTION NO. 201-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 9).
RESOLUTION NO. 202-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 10).
RESOLUTION NO. 203-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 11).
RESOLUTION NO. 204-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 12).
RESOLUTION NO. 205-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 13).
RESOLUTION NO. 206-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 14).
RESOLUTION NO. 207-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 15).
RESOLUTION NO. 208-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 16).
RESOLUTION NO. 209-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 17).
RESOLUTION NO. 210-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 18).
RESOLUTION NO. 211-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 19).
RESOLUTION NO. 212-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 20).
RESOLUTION NO. 213-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 21).
RESOLUTION NO. 214-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 22).
RESOLUTION NO. 215-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 23).
RESOLUTION NO. 216-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 24).
RESOLUTION NO. 217-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 25).
RESOLUTION NO. 218-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 26).
RESOLUTION NO. 219-2023
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 27).
RESOLUTION NO. 220-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 28).
RESOLUTION NO. 221-2023
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 29).
RESOLUTION NO. 222-2023
Said Resolution is incorporated herein by reference.

C30 Board granted approval and authorized execution of an Intergovernmental Support Agreement between the following entities: Commander, Navy Region Southeast; Naval Air Station Key West; United States Fleet Forces Command; Naval Surface Warfare Center Corona Division; United States Coast Guard; Monroe County Sheriff's Office; and Monroe County for the use of Stock Island and Truman Annex Radio Sites.

C31 Board granted approval to ratify a Land Use Restriction Agreement, Development Agreement, and Mortgage Subordination Agreement for a forgivable loan, in an amount, not to exceed, $440,000.00, to the Monroe County Housing Authority from the State Housing Initiatives Partnership Program for the purpose of guaranteeing a 15-year affordability period for the Big Pine Key and Conch Key Monroe County Housing Authority- Scattered Sites, otherwise known as Conch Key and Howard's Haven.

C32 Board granted approval to ratify an Assignment and Assumption Agreement with Sunshine Gasoline Distributors, Inc., which has acquired Dion Fuels, LLC, to provide Fuel Services to Monroe County.

TOURIST DEVELOPMENT COUNCIL

D1 Board granted approval and authorized execution of a 1st Amendment to the Agreement with Key West Art and Historical Society, Inc. for the Custom House Archive Repair and Improvements Project, to revise Exhibit A outlining Scope of Services for the project.

D2 Board granted approval and authorized execution of a 2nd Amendment to the Agreement with Florida Keys Wild Bird Center, Inc. for the Pelican Pond Reconstruction Phase II Project, to revise Exhibit A outlining Scope of Services for the project.

D3 Board granted approval and authorized execution of a 2nd Amendment to the Agreement with Islamorada, Village of Islands for the Library Beach Inclusive Playground Project, to revise Exhibit A outlining Scope of Services for the project.

D4 Board granted approval and authorized execution of a 1st Amendment to the Agreement with Mel Fisher Maritime Heritage Society, Inc. for the Mel Fisher Exhibit, HVAC and Waterproofing Project, to extend the completion date of the project to September 30, 2024.

D5 Board granted approval and authorized execution of a 4th Amendment to the Agreement with the Mel Fisher Maritime Heritage Society, Inc. for the Mel Fisher 2nd Round Repairs and Improvements Project, to extend the completion date of the project to September 30, 2024.

D6 Board granted approval and authorized execution of a 1st Amendment to the Agreement with Key West Woman's Club, Inc. for the Repair and Renovation of Hellings House Museum Phase II Project, to revise Exhibit A outlining Scope of Services for the project.

D7 Board granted approval and authorized execution of a 1st Amendment to the Agreement with Key West Wildlife Center, Inc. for the Key West Wildlife Center Clinic/Welcome Center Project, to extend the completion date of the project to December 31, 2024.

D8 Board granted approval and authorized execution of a 3rd Amendment to the Agreement with Cooke Communications Florida, LLC d/b/a Two Oceans Digital, to extend the Agreement to September 30, 2025 and adjust the cost of bandwidth services to $35,000.00 per year.

COUNTY LAND ACQUISITION AND LAND MANAGEMENT

F1 Board granted approval and authorized execution of a Contract with Sa-Ngeeum Barkman and the Estate of William Franklin Barkman, to purchase Lot 21, Block 32-A, Big Pine Cove on Big Pine Key near mile marker 31, Tier 3 property, for density reduction purposes, in the amount of $90,000.00. The site may be used for staging for canal restoration if the County decides to move forward with that type of project. It may also be sold without development rights through the resale program.

F2 Board granted approval to rescind a Partial Release of Lease Number 4549 from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, for the release

of management of certain state-owned conservation lands, which was approved by the Board at the June 15, 2022 regular meeting.

AIRPORTS

I1 Board granted approval to ratify Federal Aviation Administration (FAA), Airport Infrastructure Grant, Grant Agreement No. 3-12-0037-075-2023, as executed by the Director of Airports, providing $7,702,813.00 in funding for Key West International Airport, Expand Terminal Building – Construction Phase 1, (approximately 5,850 SF). All project costs will be funded with FAA Grant No. 37-75 (90%), Florida Department of Transportation Grant No. G2090 and/or Airport Bond Proceeds.

I2 Board granted approval to ratify Federal Aviation Administration (FAA), Airport Terminal Program Grant Agreement No. 3-12-0037-076-2023, as executed by the Director of Airports, providing funding, in the amount of $13,300,000.00, for Key West International Airport, Expand Terminal Building – Construction Phase 2 (approximately 10,000 SF). All project costs will be funded with FAA Grant No. 37-76 (95%), Florida Department of Transportation Grant No. G2090 and/or Airport Bond Proceeds.

I3 Board granted approval to ratify Federal Aviation Administration (FAA) Airport Improvement Program, Grant Agreement No. 3-12-0044-041-2023, as executed by the Director of Airports, providing funding, in the amount of $742,092.00, for Florida Keys Marathon International Airport, Shift Runway 7/25 – Design Phase. All project costs will be funded with FAA Grant No. 44-41 (90%), Florida Department of Transportation Grant No. G1V30 (8%) and Airport Operating Fund 403 (2%).

I4 Board granted approval and authorized execution of a 1st Amendment to the Common Use Airport Service Facility Lease Agreement with Enterprise Leasing Company of Florida, LLC (Enterprise) at Key West International Airport to revise the start date from April 1, 2023 to May 3, 2023, to reflect the actual move-in date by Enterprise into the facility. The contract end date remains December 31, 2027.

I5 Board granted approval and authorized execution of a 2nd Amendment to the On-Airport Rental Car Concession Agreement with Enterprise Leasing Company of Florida, LLC, to reflect the relocation of Lessee's ticket counter/office space from Room No. 101 to Room No. 103 due to Room No. 101 being impacted by the Concourse A and Terminal Improvements Project at Key West International Airport.

I6 Board accepted the Report of Airport Change Orders reviewed by the County Administrator/Assistant County Administrator. Said report is incorporated herein by reference.

I7 Board granted approval of Task Order No. TIP 2023-01A with McFarland-Johnson, Inc., in the amount of $1,186,900.00, for Construction Administration and Resident Project Representative Services during Key West International Airport Concourse A and Terminal Improvements Program construction, included in GMP 3 and GMP 4. The Task Order will be

funded with Florida Department of Transportation Grant No. G2090, Federal Aviation Administration Grants, Bipartisan Infrastructure Law Grants, and/or the 2022 Airport Bond Proceeds.

I8 Board granted approval to ratify a 1st Amendment to the State of Florida Department of Transportation, Public Transportation Grant Agreement No. G2E62, as executed by the Director of Airports, providing additional funding, in the amount of $951,000.00, for Planning, Design, Permitting and Construction of Airfield Improvement Projects at Key West International Airport. This grant requires a 50% match from Airport Operating Fund 404.

I9 Board granted approval to ratify a 3rd Amendment to the State of Florida Department of Transportation, Public Transportation Grant Agreement No. G2090, as executed by the Director of Airports, providing additional funding, in the amount of $450,000.00, for the Concourse A Terminal Expansion Program at Key West International Airport. This grant requires a 50% match from the 2022 Airport Bond Proceeds.

I10 Board granted approval to ratify Federal Aviation Administration (FAA), Airport Improvement Program, Grant Agreement No. 3-12-0037-077-2023, as executed by the Director of Airports, providing funding, in the amount of $1,392,701.00, for Key West International Airport Noise Insulation Program Phase 1 (Final Design Sound Insulation of 17 Single Family Homes and Eligibility Noise Testing and Preliminary Design of 43 Single Family Homes). All project costs will be funded with FAA Grant No. 37-77 (90%) and Airport Operating Fund 404 (10%).

I11 Board granted approval to ratify Federal Aviation Administration, Airport Improvement Program, Grant Agreement No. 3-12-0044-042-2023, as executed by the Director of Airports, providing funding, in the amount of $160,079.00, for Florida Keys Marathon International Airport Update Master Layout Plan (ALP Update with Narrative). All project costs will be funded with FAA Grant 44-42 (90%), FDOT Grant G1Q05 (8%) and Airport Operating Fund 403 (2%).

I12 Board granted approval of Republic Parking System's Year Five Budget, in the amount of $390,568.00, for Parking Lot Management Services at Key West International Airport, funded from Airport Operating Fund 404.

I13 Board granted approval and authorized execution of a Lease Agreement with local contractor, Last Chance Gifts, LLC, for a term of five years, for operation of two existing gift shop leaseholds (one in the main terminal and one in the passenger hold room), and for new retail space in Key West International Airport Terminal Concourse A, upon completion of the project.

I14 Board granted approval to ratify a 3rd Amendment to State of Florida Department of Transportation, Public Transportation Grant Agreement No. G1V31, as executed by the Director

of Airports, providing additional funding, in the amount of $500,000.00, for Key West International Airport Essential Airport Equipment. This grant requires a 50% match from Airport Operating Fund 404.

I15 Board granted approval of Guaranteed Maximum Price 4th Amendment with NV2A Gulf Keystar, A Joint Venture, LLC, in the amount of $8,625,890.43 for Key West International Airport Concourse A and Terminal Improvements Program, to be funded by Florida Department of Transportation Grant No. G2090, Federal Aviation Administration Grants, Bipartisan Infrastructure Law Grants, and/or the 2022 Airport Bond Proceeds.

PLANNING AND ENVIRONMENTAL RESOURCES,
BUILDING AND CODE COMPLIANCE DEPARTMENTS

J1 Board granted approval of the selection of four contractors for the Installation and Maintenance of Aids to Navigation and Regulatory Markers in the Florida Keys Waters within Monroe County, and granted approval to negotiate contracts with American Underwater Contractor's Inc., ASAP, Inc., Coffin Marine Services, Inc., and Live Flyer, Inc.

J3 Board granted approval and authorized execution of a Contract with Geosyntec Consultants, Inc. d/b/a Applied Technology and Management, in the amount of $398,000.00, to perform Consulting Services for Mooring Field Design and Permitting Services in Monroe County. The contract is to be funded entirely by State of Florida Legislative Allocation Fiscal Year 2024 and/or through County Boating Improvement Funds until legislative allocation becomes available.

J5 Board adopted the following Resolution for the extension of a reservation of 20 Affordable Housing ROGO Allocations in the Moderate Income Category, pursuant to Monroe County Code Section 138-24(B)(2), for the development of 20 Affordable/Employee Housing Dwelling Units on property located in Section 21, Township 67 South, Range 26 East, Big Coppitt Key, approximate mile marker 9.5 gulf-side, currently having Property Identification Numbers 00120940-000000 and 00120940-000301 until July 21, 2024.

RESOLUTION NO. 223-2023
Said Resolution is incorporated herein by reference.

J6 Board adopted the following Resolution reserving 10 Low-Income Affordable Housing ROGO Allocations, pursuant to Monroe County Code Section 138-24(b)(1), for Habitat for Humanity of the Upper Keys, Inc.'s proposed construction of 10 Affordable-Employee Housing Single Family Dwelling Units on sites to be determined within unincorporated Monroe County, until June 21, 2027.

RESOLUTION NO. 224-2023
Said Resolution is incorporated herein by reference.

MONROE COUNTY HEALTH DEPARTMENT

L1 Board adopted a Resolution approving the Florida Department of Health for Monroe County Environmental Health Fee Schedule.

RESOLUTION NO. 225-2023
Said Resolution is incorporated herein by reference.

COUNTY CLERK

M1 Board granted approval of the minutes from the February 15, 2023 regular meeting. Said minutes are incorporated herein by reference.

M2 Board granted approval of Tourist Development Council expenses for the month of May 2023, as follows:

Vendor	Amount
Advertising	$3,416,722.43
Bricks & Mortar Projects	$356,421.52
Events	$323,879.67
Office Supplies & Operating Costs	$30,870.16
Personnel Services	$388,262.10
Public Relations	$159,346.97
Sales & Marketing	$134,082.52
Telephone & Utilities	$22,179.34
Travel	$11,174.86
Visitor Information Services	$83,704.33

M3 Board granted approval of BOCC Warrants 10119211-10120539 (AP); 29366-29454 (WC); all payroll direct deposited to employee's bank accounts for the month of May 2023, as follows:

Fund	Fund Title	Amount
001	General Fund	$4,804,247.52
101	Fine & Forfeiture	$5,605,682.27
102	Road/Bridges	$578,909.10
115	Tourist Development Council-Two Penny	$671,338.02
116	TDC - Admin Promo 2 Cent	$382,619.02
117	TDC - District 1 Third Cent	$439,667.49
118	TDC - District 2 Third Cent	$35,992.13
119	TDC - District 3 Third Cent	$36,727.70
120	TDC - District 4 Third Cent	$26,645.72
121	TDC - District 5 Third Cent	$50,640.49

Fund	Fund Title	Amount
125	Grant Fund 1,522,220.13	$1,522,220.13
141	Fire/Ambulance 1,319,132.51	$1,319,132.51
147	Unincorporated Service	$315,516.88
148	Planning Building	$929,692.50
149	Municipal Policing	$725,779.49
150	E911 Enhancement Fund	$40,713.30
152	Duck Key Security	$9,228.91
153	Local Housing Assistance	$105,681.40
157	Boating Improvement Fund	$102,981.87
158	Miscellaneous Special Revenue Fund	$103,025.65
160	Environmental Restoration	$45,864.24
163	Court Facilities	$12,327.97
164	Drug Facilities Fees	$2,885.52
177	Canal #266 MSBU	$393.25
180	Building Funds	$527,398.29
304	1 Cent Infrastructure	$1,099,522.04
312	Cudjoe Regional WW Project	$12,563.41
314	Series 2014 Revenue Bonds	$380,732.35
316	Land Acquisition	$14,675.00
401	Card Sound Bridge	$35,942.24
403	Marathon Airport	$1,728,620.05
404	Key West Int'l Airport	$2,743,510.81
405	Key West International Airport Series 2022 Revenue Bonds	$25,569.60
406	PFC & Operating Restrictions	$2,083.20
414	MSD Solid Waste	$1,856,011.71
501	Workers' Compensation	$128,601.92
502	Group Insurance Fund	$1,731,029.06
503	Risk Management Fund	$1,264,599.94
504	Fleet Management Fund	$372,291.61
610	Fire/EMS LOSAP Trust Fund	$5,610.00

COUNTY ADMINISTRATOR

N1 Board accepted the County Administrator's monthly Report for June 2023. Said report is incorporated herein by reference.

N5 Board granted approval of the Monroe County 2023-2024 Federal Legislative Agenda.

N6 Board granted approval and authorized execution of an Agreement with Thorn Run Partners (Greg Burns), in the amount of $80,000.00, for Federal Lobbying Services on behalf of Monroe County.

N7 Board granted approval and authorized execution of a 3rd Amendment to the Contract with Tetra Tech, Inc., a no cost one-year renewal for On-Call Professional Engineering Services for Category B Canal Infrastructure Engineering Services, retroactive to April 12, 2022 and extending to April 11, 2023.

N8 Board granted approval to issue a Request for Proposals to solicit for Consulting Services to create a Vulnerability Assessment for the City of Marathon, funded by Florida Department of Environmental Protection Grant No. 22PLN65.

N9 Board granted approval and authorized execution of a 6th Amendment to the Contract with HDR, Inc., in the amount of $48,394.76, for the Sea Level Rise Vulnerability Analysis and Planning for County-Maintained Roads Infrastructure Adaptation, to finalize the policy recommendations and prepare Comprehensive Plan changes; and to extend the contract for two years to June 25, 2025.

N11 Board granted approval and authorized execution of a Florida Department of Environmental Protection, Resilient Florida Grant Program, Planning Grant Agreement No. 23PLN97, in the amount of $137,875.00, to complete a Comprehensive Vulnerability Assessment for Key Colony Beach and Layton, pursuant to Section 380.093, Florida Statutes, with no match requirement.

N12 Board granted approval and authorized execution of a 1st Amendment to the Contract with Erin L. Deady, P.A., in the amount of $137,875.00, for Consulting Services to conduct Vulnerability Assessment Modeling and Watershed Management Plan Development for Layton and Key Colony Beach as funded by Florida Department of Environmental Protection Grant No. 23PLN97.

N13 Board granted approval and authorized execution of a 2nd Amendment to the Contract with WSP USA Environment & Infrastructure, Inc. for Mobile LiDAR Data Elevation in the Municipalities, to extend the contract date from June 15, 2023 to January 31, 2024.

N14 Board granted approval and authorized execution of No. 5A Amendment to the Contract with HDR, Engineering, Inc., for Sea Level Rise Vulnerability Analysis and Planning for County-Maintained Roads Infrastructure Adaptation, in the amount of $25,940.74, for the preparation of the Florida Division of Emergency Management**,** Hurricane Michael Grant Program Application Package, for six adaptation projects identified under the Roadway Vulnerability Study, retroactive to May 1, 2023.

COUNTY ATTORNEY

O2 Board granted approval to initiate litigation against NHC-FL 13 LP c/o B and D Equity Property Tax Group and their property, 38801 Overseas Highway, Ohio Key, Florida, to seek compliance with the County Code and enforce the lien(s) arising from Code Compliance Case No. CE20020020.

O4 Board granted approval and authorized execution of a 1st Amendment to and Partial Termination of the Interlocal Agreement between Monroe County and the School Board of Miami-Dade County, removing one location for the School Board communication equipment, reducing the monthly rental amount to $1,200.00, and replacing the reference to a location on Islamorada with a location on Plantation Key.

O5 Board granted approval and authorized execution of a Bill of Sale for the transfer of the Sigsbee communication tower from Monroe County to the State of Florida, Department of Management Services.

Motion carried unanimously.

The Board of County Commissioners meeting adjourned for the Board of Governors, Fire & Ambulance District 1, meeting.

FIRE & AMBULANCE DISTRICT 1
BOARD OF GOVERNORS

The Board of Governors for the Fire & Ambulance District 1 convened. Present and answering to roll call were Mayor *Pro Tem* Holly Raschein, Councilman Greg Lewis and Mayor Bruce Halle. Mayor Cates and Commissioner Rice were absent from the meeting.

H1 Motion was made by Mayor *Pro Tem* Raschein and seconded by Councilman Lewis granting approval and authorizing execution of the 1st Addendum to Employment Agreement with Dixie "Sandy" Roussin for Fire Rescue EMS Billing Specialist position with an increase in salary from $48,000.00 to $52,000.00 to commence on July 12, 2023 and terminate on July 11, 2025. Motion carried unanimously.

The Board of Governors, Fire & Ambulance District 1, adjourned. The Board of County Commissioners meeting reconvened with the Commissioners present.

STAFF REPORT

E1 Richard Strickland, Director of Airports, gave a Power Point Presentation update on the Engineered Material Arresting System at Key West International Airport.

PLANNING AND ENVIRONMENTAL RESOURCES, BUILDING AND CODE COMPLIANCE DEPARTMENTS

J2 Michael Roberts, Assistant Director of Environmental Resources, gave a Power Point Presentation on the 17th Annual Big Pine/No Name Key Mitigation Report, which provides an update on the implementation of the Incidental Take Permit and associated Habitat Conservation Plan for the Florida Key Deer and other protected species located on Big Pine Key and No Name Key with cumulative H Impact at 0.6203 and H Mitigation purchased at 99.9%; and provided the Annual Monitoring Report's submission to the U.S. Fish & Wildlife Service.

STAFF REPORT

E2 John Allen, Director of Parks and Beaches, and Dr. Tana Carson, of Florida Keys Kids, gave a Power Point Presentation on the Keys Kids Swim Program 2023 Pilot Results.

SUSTAINABILITY

N10 Rhonda Haag, Chief Resilience Officer, and Erin L. Deady, P.A., gave Power Point Presentation on the proposed Capital Projects Applications to be submitted to the Florida Department of Environmental Protection under the Resilient Florida Program for 2023. The following individuals addressed the Board: John Millhiser; Sandy Millhiser; Kim Weatherly; and Shane Marshall. Judy Clarke, Director of Engineering/Roads & Bridges, addressed the Board. The Board took no official action.

COUNTY ADMINISTRATOR

N4 Lisa Tennyson, Legislative Affairs & Grants Acquisition Director, gave an update on the 2023 State Legislative Session Priorities and Outcomes. Senator Ana Maria Rodriguez and Representative Jim Mooney addressed the Board.

N2 Kevin Wilson, Assistant County Administrator, addressed the Board regarding a proposal to share the purchase of the South Cliff Estates development with the Monroe County School Board. The Board took no official action.

N3 Board discussed the rescheduling of the July 19, 2023 County Commission meeting to August. The Board took no action. The Board took no official action.

PLANNING AND ENVIRONMENTAL RESOURCES, BUILDING AND CODE COMPLIANCE DEPARTMENTS

J4 Reynaldo Ortiz, Assistant Building Official, gave a Power Point Presentation on updates to the Building Safety Inspection Program. Mr. Shillinger addressed the Board.

COUNTY ATTORNEY

O1 Mr. Shillinger referred the Board to the County Attorney Report for June 2023. Said report is incorporated herein by reference.

Mr. Shillinger requested to hold an Attorney-Client Closed Session in the matter of *Monroe County v. Miguel Angel Reyes and Dulce Milagro Morlas, 16th Judicial Circuit Case No. 22-CA-285-P*, and read the required language into the record. Motion was made by Commissioner Lincoln and seconded by Commissioner Scholl granting approval to hold the closed session at the July 19, 2023 regular meeting in Marathon, at 9:00 a.m. or as soon thereafter as may be heard. Motion carried unanimously.

Mr. Shillinger requested to hold an Attorney-Client Closed Session in the matter of *Monroe County v. William Soileau, Case No. 22-CA-399-K*, and read the required language into the record. Motion was made by Commissioner Lincoln and seconded by Commissioner Scholl granting approval to hold the closed session at the July 19, 2023 regular meeting in Marathon, at 9:00 a.m. or as soon thereafter as may be heard. Motion carried unanimously.

O3 Mr. Shillinger gave a Charter County update. The following individual addressed the Board: John Millhiser.

PUBLIC HEARINGS

P1 A Public Hearing was held to consider approval of a Final Assessment Resolution for Monroe County to collect Special Assessments within the Monroe County Canals Municipal Services Benefit Unit to pay for ongoing Operation and Maintenance costs for a Canal Water Quality Improvement Project (Air Curtain) serving Canal 105 in Tavernier; stating a need for such levy; and providing for an effective date. Ms. Haag addressed the Board. There was no public input. After discussion, motion was made by Commissioner Lincoln and seconded by Commissioner Scholl adopting the following Resolution. Motion carried unanimously.

RESOLUTION NO. 226-2023

Said Resolution is incorporated herein by reference.

P2 A Public Hearing was held to consider approval of a Final Assessment Resolution for Monroe County to collect Special Assessments within the Monroe County Canals Municipal Services Benefit Unit to pay for ongoing Operation and Maintenance costs for an existing Canal Water Quality Restoration Project (Air Curtain) on Canals 82, 83 and 84 in Rock Harbor on Key Largo; stating a need for such levy; and providing for an effective date. Ms. Haag addressed the Board. The following individual addressed the Board: Patricia Saltzman. After discussion, motion was made by Commissioner Lincoln and seconded by Commissioner Scholl adopting the following Resolution. Motion carried unanimously.

RESOLUTION NO. 227-2023

Said Resolution is incorporated herein by reference.

P3 A Public Hearing was held to consider approval of an Ordinance amending Section 23-200 Tourist Development Plan of the Monroe County Code to add public facilities as a permissible use of Tourist Development Tax revenues, to make revisions to the code to coincide with the provision as set forth in 125.0104, Florida Statutes and providing for revisions and clarifications to the Monroe County Tourist Development Plan; providing for severability; providing for repeal of all ordinances inconsistent herewith and providing for an effective date. Mr. Shillinger addressed the Board. The following individual addressed the Board: John Millhiser. After discussion, motion was made by Commissioner Lincoln and seconded by Commissioner Scholl adopting the following Ordinance. Motion carried unanimously.

ORDINANCE NO. 011-2023
Said Ordinance is incorporated herein by reference.

P4 A Public Hearing was held to consider approval of an Annual Rate Resolution for Canal 266 on Big Pine Key as part of the Canal Restoration Program, imposing an Annual Assessment for the cost of Canal 266 Operations and Maintenance for Fiscal Year 2024. There was no public input. Motion was made by Commissioner Lincoln and seconded by Commissioner Scholl adopting the following Resolution. Motion carried unanimously.

RESOLUTION NO. 228-2023
Said Resolution is incorporated herein by reference.

P5 A Public Hearing was held to consider approval of an Ordinance amending Section 6-240 of the Monroe County Code in order to extend to July 1, 2024 the expiration date of certain Specialty Contractor Licenses that were active as of June 30, 2021. Mr. Shillinger addressed the Board. There was no public input. After discussion, motion was made by Commissioner Scholl and seconded by Commissioner Lincoln to approve the proper option and adopt the following Ordinance. Motion carried unanimously.

ORDINANCE NO. 012-2023
Said Ordinance is incorporated herein by reference.

P6 A Public Hearing was held to consider approval of a Resolution waiving the Inclusionary Workforce Housing Requirement for the change of use of a 600 square-feet of floor area from Restaurant/Commercial Retail Use to Office Use, located at 24437 Overseas Highway, mile marker 24.5, Summerland Key, Monroe County, Florida, currently having Property Identification No. 00194390-000000. Emily Schemper, Sr. Director of Planning and Environmental Resources, gave a Power Point Presentation. The following individual addressed the Board: Sandra Tuttle, owner of the property. After discussion, motion was made by Commissioner Lincoln and seconded by Commissioner Scholl to waive the fee and adopt the following Resolution, citing Land Development Code, Section 139-1(f)(4)b, that:

3. The applicant demonstrates an absence of any reasonable relationship between the impact of the proposed nonresidential development and requirements of this subsection (f).

Motion carried unanimously.

RESOLUTION NO. 229-2023
Said Resolution is incorporated herein by reference.

P9 A Public Hearing was held to consider approval of a Resolution transmitting to the Department of Economic Opportunity a proposed Ordinance amending the Introduction and Background, and Glossary of the 2030 Monroe County Comprehensive Plan to clarify the continuing application of the Monroe County 2030 Comprehensive Plan to development, to clarify the General and Defined Terms sections, and to clarify construction of conflicts with the

Monroe County Code(s). There was no public input. Motion was made by Commissioner Scholl and seconded by Commissioner Lincoln adopting the following Resolution. Motion carried unanimously.

RESOLUTION NO. 230-2023

Said Resolution is incorporated herein by reference.

P10 A Public Hearing was held to consider approval of a Resolution transmitting to the State Land Planning Agency an Ordinance adopting amendments to the Monroe County Year 2030 Comprehensive Plan to create Goal 112, Objectives 112.1 and 112.2, and Policies 112.1.1 and 112.2.1, establishing Site-Specific Development Standards and Deviations as well as Exemptions from Adopted Land Use and Development Standards for Ocean Reef as proposed by Ocean Reef Club, Inc. and Ocean Reef Community Association. There was no public input. Motion was made by Commissioner Lincoln and seconded by Commissioner Scholl adopting the following Resolution. Motion carried unanimously.

RESOLUTION NO. 231-2023

Said Resolution is incorporated herein by reference.

P11 A Public Hearing was held to consider approval of a Resolution for Budget Amendment for Fiscal Year 2023 for the General Fund, Fund 001. There was no public input. Motion was made by Commissioner Lincoln and seconded by Commissioner Scholl adopting the following Resolution. Motion carried unanimously.

RESOLUTION NO. 232-2023

Said Resolution is incorporated herein by reference.

P12 A Public Hearing was held to consider approval of an Ordinance amending Section 18-8 of Chapter 18, Parks and Recreation, of the Monroe County Code of Ordinances, to expand the age requirement for the Summer Camp Program. There was no public input. Motion was made by Commissioner Lincoln and seconded by Commissioner Scholl adopting the following Ordinance. Motion carried unanimously.

ORDINANCE NO. 013-2023

Said Ordinance is incorporated herein by reference.

P13 A Public Hearing was held to consider approval of an Ordinance revising Section 19-4 of the Monroe County Code to increase the toll rates for Card Sound Road Toll. The Sunpass 2-axle rate will increase from $0.87 to $1.00 per axle and the 3-axle or greater rate will increase from $1.14 to $1.28 per axle. The Toll-by-Plate 2-axle rate will increase from $1.31 to $1.50 per axle and the 3-axle or greater rate will increase from $1.71 to $1.92 per axle. There was no public input. Motion was made by Commissioner Lincoln and seconded by Commissioner Scholl adopting the following Ordinance. Motion carried unanimously.

ORDINANCE NO. 014-2023

Said Ordinance is incorporated herein by reference.

P14 A Public Hearing was held to consider approval of an Ordinance adopting Amendments to Monroe County Land Development Code Section 134-2 amending the Home Occupation Special Use Permit requirements to be consistent with Chapter 2021- 202, Laws of Florida, Sections 102-54-56, to clarify the continuing Purpose, Registration, and Requirements of Nonconforming Uses/Structures, Sections 101-1-2, to clarify continuing Definitions, Rules of Construction, Purpose, and Applicability, Section 102-185, to clarify Appeals, Section 114-1, to clarify the continuing Application of Development Standards to Development, Section 118-4, to clarify the continuing Application of Environmental Protection Regulations to Development, Section 130-1, to clarify the continuing Application of Land Use District Requirements to Development; providing for severability; providing for repeal of conflicting provisions; providing for transmittal to the State Land Planning Agency and the Secretary of State; providing for amendment to and incorporation in the Monroe County Land Development Code; providing for an effective date. There was no public input. Motion was made by Commissioner Lincoln and seconded by Commissioner Scholl adopting the following Ordinance. Motion carried unanimously.

ORDINANCE NO. 015-2023

Said Ordinance is incorporated herein by reference.

P15 A Public Hearing was held to consider approval of an Ordinance abolishing the Library Advisory Board created under Ordinance 6-1981 and codified under Section 15-67 through 15-72; providing for severability; providing for the repeal of all ordinances inconsistent herewith; and providing an effective date. There was no public input. Motion was made by Commissioner Lincoln and seconded by Commissioner Scholl adopting the following Ordinance. Motion carried unanimously.

ORDINANCE NO. 016-2023

Said Ordinance is incorporated herein by reference.

P16 A Public Hearing was held to consider approval of an Ordinance to amend Section 19-1(b) of the County Code to insert an exception to the prohibition against the abandonment of platted public roads that terminate in water in the limited circumstance where ownership would ultimately reside in a Homeowners Association that would assume access control and maintenance obligations. Mr. Shillinger addressed the Board. The following individuals addressed the Board: Nancy Diersing; NJ Marinaro; Matthew Matteliano; Allison Mahaffy; Barbara Overton; Sue Heim; and Ty Harris, P.A., representing Bay Harbor Homeowners Association and Sunset Point Homeowners Association. After discussion, motion was made by Commissioner Scholl and seconded by Commissioner Lincoln to table the item to the next meeting in Key Largo. Motion carried unanimously.

CLOSED SESSION

K1 Mr. Shillinger addressed the Board regarding an Attorney-Client Closed Session in the matter of *Galleon Bay v. Monroe County, et al., Case No. 02-CA-595-K,* Motion was made by Commissioner Lincoln and seconded by Commissioner Scholl continuing the Closed Session to the July regular meeting. Motion carried unanimously.

COMMISSIONER'S COMMENTS

Commissioner Lincoln acknowledged the upcoming Florida Association of Counties Annual Conference in Orlando, which will be attended by County staff and Commissioners.

Commissioner Scholl acknowledged Memorial Day, Juneteenth and Bicentennial Celebrations that have been held countywide.

Mayor *Pro Tem* Raschein requested an update on the County's float for the Bicentennial Celebration. Kristen Livengood, Public Information Officer, and Mr. Shillinger addressed the Board.

Mayor *Pro Tem* Raschein requested an update on the discussion with FEMA regarding the Compliance Inspection Program. Mr. Shillinger addressed the Board.

Mayor *Pro Tem* Raschein addressed the Board with a request to consider renaming Old Settler's Park in Tavernier after late Mayor Emeritus Sylvia Murphy.

There being no further business, the meeting of the Board of County Commissioners was adjourned.

Kevin Madok, CPA
Clerk and ex-officio Clerk to the
Board of County Commissioners
Monroe County, Florida
Liz Yongue, D.C.

P2

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: P2
2023-1750

BULK ITEM: Yes

DEPARTMENT: Clerk

TIME APPROXIMATE:
N/A

STAFF CONTACT: Aneta Jodkowska

AGENDA ITEM WORDING:

Approval of BOCC Warrants (Including Payroll) for the month of October 2023.

ITEM BACKGROUND:
BOCC Warrants Issued for October 2023 by Fund (includes TDC, Payroll, Grants, Electronic Transfers).

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION:

Approval as submitted.

DOCUMENTATION:

Copy of OCT23 WARRANT REGISTER.pdf

FINANCIAL IMPACT:

Monroe County Board of County Commissioners

WARRANTS BOCC 10125805-10126620 (AP);
29785-29839 (WC)
NO (PR CHECKS); All Payroll Direct Deposited To Employee's Bank Accounts

FUND	FUND TITLE	AMOUNT
F_001	General Fund	7,141,433.27
F_101	Fine & Forfeiture	6,563,357.47
F_102	Road/Bridges	719,521.47
F_115	Tourist Development Council-Two Penny	209,739.15
F_116	TDC - Admin Promo 2 Cent	473,745.66
F_117	TDC - District 1 Third Cent	659,503.00
F_118	TDC - District 2 Third Cent	119,600.31
F_119	TDC - District 3 Third Cent	447,333.37
F_120	TDC - District 4 Third Cent	91,502.77
F_121	TDC - District 5 Third Cent	208,763.50
F_125	Grant Fund	1,559,104.16
F_141	Fire/Ambulance	888,741.66
F_147	Unincorporated Service	279,653.84
F_148	Planning Building	556,966.65
F_149	Municipal Policing	1,424,760.41
F_152	Duck Key Security	9,090.83
F_153	Local Housing Assistance	448,476.50
F_157	Boating Improvement Fund	20,183.73
F_158	Miscellaneous Special Revenue Fund	85,861.36
F_160	Environmental Restoration	12,201.01
F_162	Law Enforcement Trust-600	2,772.54
F_163	Court Facilities	12,597.12
F_164	Drug Facilities Fees	24,325.28
F_177	Canal #266 MSBU	432.33
F_180	Building Funds	464,392.69
F_207	2003 Revenue Bonds	779,571.77
F_304	1 Cent Infrastructure	1,163,015.42
F_314	Series 2014 Revenue Bonds	217,031.94
F_316	Land Acquisition	308,743.50
F_401	Card Sound Bridge	196,490.55
F_403	Marathon Airport	173,367.90
F_404	Key West Int'l Airport	1,022,005.98
F_405	Key West International Airport Series 2022 Revenue Bonds	2,313,056.27
F_414	MSD Solid Waste	1,056,846.23
F_501	Workers' Compensation	138,461.57
F_502	Group Insurance Fund	1,328,778.90
F_503	Risk Management Fund	285,041.56
F_504	Fleet Management Fund	238,790.72
F_610	Fire/EMS LOSAP Trust Fund	2,805.00
		31,648,067.39

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: P3
2023-1752

BULK ITEM: Yes

DEPARTMENT:

TIME APPROXIMATE:
N/A

STAFF CONTACT: Aneta Jodkowska

AGENDA ITEM WORDING:

Approval of Tourist Development Council expenses for the month of October 2023.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

The Board approves these expenditures each month.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

TDCOCT23 AJ.pdf

FINANCIAL IMPACT:

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHECKS DISTRIBUTED FOR THE MONTH OF OCTOBER 2023

VENDOR	DESCRIPTION	AMOUNT
ADVERTISING		
TINSLEY ADVERTISING	DAC 1 ADVERTISING	$0.00
TINSLEY ADVERTISING	DAC 2 ADVERTISING	$0.00
TINSLEY ADVERTISING	DAC 3 ADVERTISING	$0.00
TINSLEY ADVERTISING	DAC 4 ADVERTISING	$0.00
TINSLEY ADVERTISING	DAC 5 ADVERTISING	$0.00
TINSLEY ADVERTISING	CULTURAL UMBRELLA	$0.00
TINSLEY ADVERTISING	DIVE UMBRELLA	$0.00
TINSLEY ADVERTISING	FISHING UMBRELLA	$0.00
TINSLEY ADVERTISING	GENERAL ADVERTISING	$0.00
		$0.00
BRICKS & MORTAR PROJECTS		
Strunk Ace Hardware Inc	Strunk Higgs Beachside Martello Restroom Fa	$9.18
Strunk Ace Hardware Inc	Higgs beach Martello Bathroom	$71.84
Strunk Ace Hardware Inc	Higgs Beach Martello Fix Faucet	$8.58
Tower Pest Control Inc.	Lower Keys Pest Control Oct23	$257.50
		$347.10
EVENTS		
Brutus Inc dba Provincetown Magazin	Randy Roberts LIVE 2023	$804.00
Christopher Knox	Christopher Peterson's EYECONS 2023	$2,616.00
Key West Art And Historical Society In	KWAHS Cultural Heritage Series 2023	$12,945.42
Outclique LLC	Randy Roberts LIVE 2023	$1,850.00
Paradise Publishers Inc dba Destinatic	Randy Roberts LIVE 2023	$3,594.00
Paradise Publishers Inc dba Destinatic	Christopher Peterson's EYECONS 2023	$1,797.00
US 1 Graphics Inc	Key West Fishing Tournament 2023	$9,400.00
		$33,006.42
OFFICE SUPPLIES & OPER COSTS		
APG-East LLC Dba Key West Citizen,	Florida Keys Free Press	$290.67
C.B. Schmitt Real Estate Co. Inc.		$9,550.00
Federal Express Corp		$355.26
Monroe County Clerk of Courts		$24,000.00
ODP Business Solutions, LLC		$113.38
Orkin Pest Control, Inc.		$86.99
Stephen A Estes Dba/ News Barometer		$292.50
The Weekly Newspapers Inc		$300.00
		$34,988.80

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHECKS DISTRIBUTED FOR THE MONTH OF OCTOBER 2023

PUBLIC RELATIONS

STUART NEWMAN ASSOCIATES	PR GENERAL PROMO	$0.00
STUART NEWMAN ASSOCIATES	GENERIC FISHING PRODUCTION	$0.00
STUART NEWMAN ASSOCIATES	PR EXPNS ENT/TRAVEL	$0.00
STUART NEWMAN ASSOCIATES	PROFESSIONAL SERVICES	$0.00
STUART NEWMAN ASSOCIATES	STRINGER FEES	$0.00
		$0.00

PERSONNEL SERVICES

3406 NORTH ROOSEVELT BLVD	MARKET RESEARCH	$0.00
3406 NORTH ROOSEVELT BLVD	FILM LIASON	$0.00
3406 NORTH ROOSEVELT BLVD	PROMO STAFFING	$0.00
3406 NORTH ROOSEVELT BLVD	ADMIN SVC	$99,000.00
		$99,000.00

SALES & MARKETING

AAA Northeast	Threads 2023November 13-15, 2023Lunch D	$15,000.00
American Society of Travel Advisors d	Sponsorship Travel Seller Trade Show Oct 4 2	$350.00
CoStar Realty Information dba STR	Destination Report - DMO - Quarter 4 Billing E	$8,235.00
Greater Palm Springs Pride Inc	10X10 South Side of Street Premium Space -	$1,050.00
Intl Gay & Lesbian Travel Assoc Inc	IGLTA 2023 Convention Sponsorship: LGBTQ	$7,500.00
Rockport Analytics LLC	Monroe County VPS - October 2023Invoice 49	$9,187.50
Signature Travel Network Cooperative	Signature 2023 Conference Attendance Nove	$7,000.00
		$48,322.50

TELEPHONE & UTILITIES

Comcast		$490.85
Keys Energy Services		$1,203.31
Keys Sanitary Service		$1,617.27
Waste Management Inc Of Florida		$5,065.62
Yves Vrielynck		$90.95
Lynda Stuart		$55.70
		$8,523.70

TRAVEL

Jack Meier	Oct Luncheon Business Guild	$35.00
Yves Vrielynck	Mileage reimburse TDC KW office visit	$131.32
Yves Vrielynck	ASTA Travel Sellers Trade Show Oct 3-5 202	$1,695.84
		$1,862.16

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHECKS DISTRIBUTED FOR THE MONTH OF OCTOBER 2023

VISITOR INFORMATION SERVICES

Greater Key West Chamber Of Comm	Visitor Information Services	$0.00
Key Largo Chamber Of Commerce	Visitor Information Services	$0.00
Greater Marathon Chamber Of Comm	Visitor Information Services	$0.00
Lower Keys Chamber Of Commerce	Visitor Information Services	$0.00
Key West Business Guild	Visitor Information Services	$0.00
Islamorada Chamber Of Commerce	Visitor Information Services	$0.00
Jdo Insights Inc Dba Insights Inc	Visitor Information Services	$0.00
		$0.00
		$226,050.68

P4

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: P4
2023-1753

BULK ITEM: Yes

DEPARTMENT: Clerk

TIME APPROXIMATE:
N/A

STAFF CONTACT: Aneta Jodkowska

AGENDA ITEM WORDING:

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

ITEM BACKGROUND:

F.S. 274.05-274.07 and Monroe County Purchasing Policy state that the Board of County Commissioners shall approve the disposal of items that have been declared to be surplus by the Property Manager within the office of the Clerk of the Courts. Each of the items on the attached list has been certified by its department to be of no value. Once disposal is approved, the items will be removed from the Fixed Asset Inventory List.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Nov 2023 BOCC Agnda Pcket.pdf

FINANCIAL IMPACT:

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Clerk's Office **, Property Clerk**
Finance Dept., Stop 8

FROM: Fire Rescue

DATE: 09/28/2023

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
8311	5550131312000162	E55 Sole Eliptical Treadmill	1/1/2015	1,499.99/0.00
6083	Unk	Medlite Slide Skid Unit	9/14/2007	2,770.00/0.00
11431	76185	Kubota ATV	9/13/2007	10,995.00/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY: Zully K. Hemeyer Digitally signed by Zully K. Hemeyer Date: 2023.10.04 19:06:32 -04'00' — Signature — 10/04/2023 — Date:

Zully K. Hemeyer — Print name

DEPARTMENT DIRECTOR APPROVAL: James Callahan Digitally signed by James Callahan Date: 2023.10.04 19:01:58 -04'00' — Signature — 10/4/2023 — Date:

James K. Callahan — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Business Asset: BA-0002586 (KUBOTA ATV)
BA-0002591 (MEDLITE RESCUE SLIDE SKID UNIT)
BA-0004193 (E55 SOLE ELIPTICAL TREADMILL)

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0002586 (KUBOTA ATV)	11431	KUBOTA ATV	KUBOTA	ATV9000	10,995.00	0.00	Cost Center: CC_11500 Fire & Rescue Central Function: Public Safety Fund: F_141 Fire & Ambulance District 1 Lower & Middle Keys	SC_00386 - Capital Outlay Equipment Heavy Equipment	In Service	SUGARLOAF VFD OLD TAG 6071	09/13/2007	09/13/2007		76185	LK34 Sugarloaf Fire Station #10	Equipment-Heavy Equipment
Monroe County Board of County Commissioners	BA-0002591 (MEDLITE RESCUE SLIDE SKID UNIT)	6083	MEDLITE RESCUE SLIDE SKID UNIT	MEDLITE	SLIDE SKID UNIT	2,770.00	0.00	Cost Center: CC_11500 Fire & Rescue Central Function: Public Safety Fund: F_141 Fire & Ambulance District 1 Lower & Middle Keys	SC_00384 - Capital Outlay Equipment Emergency/Fire Equipment	In Service	SUGARLOAF VFD	09/14/2007	09/14/2007			LK34 Sugarloaf Fire Station #10	Equipment-Emergency/Fire Equipment
Monroe County Board of County Commissioners	BA-0004193 (E55 SOLE ELIPTICAL TREADMILL)	8311	E55 SOLE ELIPTICAL TREADMILL	SOLE	E55	1,499.99	0.00	Cost Center: CC_11500 Fire & Rescue Central Function: Public Safety Fund: F_141 Fire & Ambulance District 1 Lower & Middle Keys	SC_00385 - Capital Outlay Equipment Tools & Machinery	In Service	BP	01/01/2015	01/01/2015		5550131312000162	LK42 Big Pine Key Fire Station #13	Equipment-Tools & Machinery

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: Mike Kerns, Tax Collector's office

DATE: 10/16/2023

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
11754	16759421070023	Costar NVR Recorder	8/12/22	$5322.92 / $5145.49
10704	161953200700093	Costar NVR Recorder xdi 20	12/21/20	$4388.06 / $2779.11
4978	2601675	Shredder	10/01/04	$25,175.80 / $0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: No Longer in use

PREPARED BY: [signature] Signature — 10/16/2023 Date:

Mike Kerns
Print name

DEPARTMENT DIRECTOR APPROVAL: [signature] Signature — 10/16/2023 Date:

Sam Steele
Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

CHAMPS Business Asset Detail

Business Asset: BA-0002295 (SHREDDER)
BA-0007393 (COSTAR NVR RECORDER)
BA-0008892 (COSTAR NVR RECORDER)

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0002295 (SHREDDER)	4978	SHREDDER	IDEAL	5009-2	25,175.80	0.00	Cost Center: CC_69000 Transfer Tax Collector - 001 Function: Other Uses Fund: F_001 General Fund	SC_00379 - Capital Outlay Equipment Office Equipment	In Service	KW JAX SQR/LAUNDRY RM	10/01/2004	10/01/2004		2601675	LK14 Tax Collector - Key West	Equipment-Office Equipment
Monroe County Board of County Commissioners	BA-0007393 (COSTAR NVR RECORDER)	10704	COSTAR NVR RECORDER	CANON	COSTAR NVR RECORDER XDi 20 SERIES	4,388.06	2,779.11	Cost Center: CC_69000 Transfer Tax Collector - 001 Function: Other Uses Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		12/21/2020	12/21/2020		16195320070093	Monroe County Tax Collector - Plantation Key	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0008892 (COSTAR NVR RECORDER)	11754	COSTAR NVR RECORDER	COSTAR	COSTAR NVR RECORDER	5,322.92	5,145.49	Cost Center: CC_69000 Transfer Tax Collector - 001 Function: Other Uses Fund: F_001 General Fund	SC_00102 - Capital Outlay Equipment and Furniture	In Service		08/12/2022	08/12/2022			LK12 Harvey Government Center	Equipment-Communitcation/Audio

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Staneck, **Property Clerk**
Finance Dept., Stop 8

FROM: Bill Morris

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
5533	007752	fijitsu fi-5120c scanner	1/31/06	3250.00 / 0.0
7508	JPDCDCG06H	hp LJ CP4525 printer	1/29/13	1490.00 / 0.0
8030	CN44D5600S	hp 7510 switch chassis	5/29/14	48896.35 / 0.0
10031	R90VYYBC	Lenovo X1 laptop	9/26/19	2164.15/432.83
10268	PF1X998X	Lenovo T-590 laptop	4/22/20	1154.00 / 365.43
9120	80D602A1669BA	watchguard firebox M4600	4/6/17	23763.00 / 0.0
9121	80D602A1C8E7B	watchguard firebox M4600	4/6/17	6687.00 / 0.0
9122	80DE087350912	watchguard firebox m200	4/6/17	2055.00 / 0.0

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
XXXX APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY: Bill Morris Digitally signed by Bill Morris Date: 2023.10.13 08:03:06 -04'00' — Signature — Date: 10/13/2023

Bill Morris — Print name

DEPARTMENT DIRECTOR APPROVAL: _____ — Signature — Date: 10/20/2023

ALAN MACEACHERN — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Business Asset: BA-0001231 (LENOVO THINKPAD X1 YOGA)
BA-0001462 (LENOVO THINKPAD T590)
BA-0002409 (5120c SCANNER)
BA-0003472 (PRINTER)
BA-0003929 (HP 7510SWITCH AND ACCESSORIES)
BA-0004967 (FIREBOX M4600 T/U WATCHGUARD)
BA-0004968 (FIREBOX M4600 HA WATCHGUARD)
BA-0004969 (FIREBOX M200 WATCHGUARD)

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0001231 (LENOVO THINKPAD X1 YOGA)	10031	LENOVO THINKPAD X1 YOGA	LENOVO	THINKPAD X1	2,164.15	432.83	Cost Center: CC_67001 Veterans' Affairs General Function: Economic Environment Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	CODY DICOLTIOUS	09/26/2019	09/26/2019		R90VYYBC	LK12 Harvey Government Center	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0001462 (LENOVO THINKPAD T590)	10268	LENOVO THINKPAD T590	LENOVO	THINKPAD T590	1,154.00	365.43	Cost Center: CC_04100 Guardian Ad Litem Function: Court General Administration Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	LACY CARABALLO	04/22/2020	04/22/2020		PF1X998X	Monroe County Guardian Ad Litem	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0002409 (5120c SCANNER)	5533	5120c SCANNER	FUJITSU	5120C	3,250.00	0.00	Cost Center: CC_05002 Technical Services Function: General Government Fund: F_001 General Fund	SC_00379 - Capital Outlay Equipment Office Equipment	In Service	IT FOR DELETION	01/31/2006	01/31/2006		007752	LK12 Harvey Government Center	Equipment-Office Equipment
Monroe County Board of County Commissioners	BA-0003472 (PRINTER)	7508	PRINTER	HP	LASERJET CP4525DN	1,490.00	0.00	Cost Center: CC_76007 TDC Administrative Services-116 Function: Economic Environment Fund: F_116 TDC Admin & Promo 2 Cent	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		01/29/2013	01/29/2013		JPDCDCG06H	LK13 TDC - Key West	Equipment-Computer/equipment

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0003929 (HP 7510SWITCH AND ACCESSORIES)	8030	HP 7510SWITCH AND ACCESSORIES	HP	7510	48,896.35	0.00	Cost Center: CC_05003 Technology Replacement Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	GATO	05/29/2014	05/29/2014		CN44D5600S	Monroe County Information Technology	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0004967 (FIREBOX M4600 T/U WATCHGUARD)	9120	FIREBOX M4600 T/U WATCHGUARD	FIREBOX	M4600	23,763.00	0.00	Cost Center: CC_05003 Technology Replacement Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		04/06/2017	04/06/2017		80D602A1869BA	LK12 Harvey Government Center	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0004968 (FIREBOX M4600 HA WATCHGUARD)	9121	FIREBOX M4600 HA WATCHGUARD	FIREBOX	M4600 HIGH AVIA	6,687.00	0.00	Cost Center: CC_05003 Technology Replacement Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		04/06/2017	04/06/2017		80D602A1C8E7B	LK12 Harvey Government Center	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0004969 (FIREBOX M200 WATCHGUARD)	9122	FIREBOX M200 WATCHGUARD	FIREBOX	M4600 HIGH AVIA	2,055.00	0.00	Cost Center: CC_05003 Technology Replacement Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		04/06/2017	04/06/2017		80DE087350912	LK12 Harvey Government Center	Equipment-Computer/equipment

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Staneck **, Property Clerk**
Finance Dept., Stop 8

FROM: Bill Morris

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
9123	80DE0870C1F93	watchguard firebox m200	4/6/17	2055.00 / 0.0
9124	80DE08FAE5667	watchguard firebox m200	4/6/17	2055.00 / 0.0
9126	80DF04D5914E3	watchguard firebox m300	4/6/17	2915.00 / 0.0
9127	80DF04F098441	watchguard firebox m300	4/6/17	2915.00 / 0.0
8086	80BD073FC7B90	watchguard xtm 330	6/17/14	1039.00 / 0.0

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
XXXX APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY:

Bill Morris Digitally signed by Bill Morris Date: 2023.10.13 08:03:43 -04'00'
Signature

10/13/2023
Date:

Bill Morris
Print name

DEPARTMENT DIRECTOR APPROVAL:

Signature

10/20/23
Date:

ALAN MACEACHERN
Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Business Asset: BA-0003976 (WATCHGUARD)
BA-0004970 (FIREBOX M200 WATCHGUARD)
BA-0004971 (FIREBOX M200 WATCHGUARD)
BA-0004973 (FIREBOX M300)
BA-0004974 (FIREBOX M300 WATCHGUARD)

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0003976 (WATCHGUARD)	8086	WATCHGUARD	WATCHGUARD	XTM330	1,039.00	0.00	Cost Center: CC_69400 Supervisor Of Elections Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service	KEY WEST	06/17/2014	06/17/2014		80BD073FC7B90	Monroe County Supervisor Of Elections	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0004970 (FIREBOX M200 WATCHGUARD)	9123	FIREBOX M200 WATCHGUARD	FIREBOX	M4600 HIGH AVIA	2,055.00	0.00	Cost Center: CC_05003 Technology Replacement Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		04/06/2017	04/06/2017		80DE0870C1F93	LK12 Harvey Government Center	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0004971 (FIREBOX M200 WATCHGUARD)	9124	FIREBOX M200 WATCHGUARD	FIREBOX	M4600 HIGH AVIA	2,055.00	0.00	Cost Center: CC_05003 Technology Replacement Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		04/06/2017	04/06/2017		80DE08FAE5667	LK12 Harvey Government Center	Equipment-Computer/equipment
Monroe County Board of County Commissioners	BA-0004973 (FIREBOX M300)	9126	FIREBOX M300	FIREBOX	M300	2,915.00	0.00	Cost Center: CC_05003 Technology Replacement Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		04/06/2017	04/06/2017		80DF04D5914E3	UK16 Murray Nelson Building	Equipment-Computer/equipment

Company	Asset ID	Asset Identifier	Asset Name	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed In Service	Vehicle License Plate	Serial Number	Location	Asset Class
Monroe County Board of County Commissioners	BA-0004974 (FIREBOX M300 WATCHGUARD)	9127	FIREBOX M300 WATCHGUARD	FIREBOX	M4600 HIGH AVIA	2,915.00	0.00	Cost Center: CC_05003 Technology Replacement Function: General Government Fund: F_001 General Fund	SC_00381 - Capital Outlay Equipment Computer/Equipment	In Service		04/06/2017	04/06/2017		80DF04F098441	LK12 Harvey Government Center	Equipment-Computer/equipment

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: P5
2023-1765

BULK ITEM: Yes

DEPARTMENT: Clerk

TIME APPROXIMATE:
NA

STAFF CONTACT: Liz Yongue

AGENDA ITEM WORDING: Approval of a records disposition for records that have met the required retention period.

ITEM BACKGROUND:
The records have met the retention period as required by the State of Florida General Records Retention Schedule GS1-SL for state and local government agencies.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

2023-15 Records Disposition.pdf

FINANCIAL IMPACT:
NA

RECORDS DISPOSITION DOCUMENT

NO. 2023-15

PAGE OF PAGES

1. **AGENCY NAME and ADDRESS**
Monroe County Clerk of Court & Comptroller
500 Whitehead Street
Key West FL 33040

2. **AGENCY CONTACT (Name and Telephone Number)**
Pamela G. Hancock, D.C.
(305) 292-3550

3. **NOTICE OF INTENTION:** The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

☐ a. Destruction ☐ b. Microfilming and Destruction ☑ c. Other **Landfill, Shredding , Donate**

4. **SUBMITTED BY:** I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Maureen O'Brien — Maureen O'Brien, Assistant Finance Director — October 24, 2023

Signature — Name and Title — Date

5. **LIST OF RECORD SERIES**

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition Action and Date Completed After Authorization
GS1-SL	417	**BOND FINANCING ADMINSTRATIVE RECORDS**This record series documents administrative and management activities relating to the financing of local government projects through bonded indebtedness. The series may include, but is not limited to, preliminary studies; legal opinions; proposals and prospectuses; authorizations and certificates for issuance; cancellation and exchange records; retired bonds and bond interest coupons that have been redeemed, including such information as identifying date, number of each bond and quality and value of bond by maturity; registers recording the redemption of bond coupons, including such information as upon what authority bonds and bond interest coupons were issued, details of bondholders, balances, identifying dates, number of each bond, interest paid and maturation dates; and other related correspondence and documentation.	5 FY	1970 to 1980 and 1990 to 1991		

6. **DISPOSAL AUTHORIZATION:** Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Management Liaison Officer — Date

7. **DISPOSAL CERTIFICATE:** The above listed records have been disposed of in the manner and on the date shown in column g.

Signature — Date

Name and Title

Witness

Q1

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
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James K. Scholl, District 3
David Rice, District 4

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: Q1
2023-1764

BULK ITEM: Yes

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lindsey Ballard

AGENDA ITEM WORDING: County Administrator's Monthly Report for November 2023.

ITEM BACKGROUND:
n/a

PREVIOUS RELEVANT BOCC ACTION:
n/a

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: n/a

DOCUMENTATION:

CAD 1 Monthly Report.pdf

FINANCIAL IMPACT:
n/a

M E M O R A N D U M
Office of the County Administrator

TO: Board of County Commissioners

FROM: Roman Gastesi
County Administrator

DATE: October 24, 2023

SUBJECT: Monthly Activity Report for November 2023

MONTHLY ACTIVITY REPORT – November 2023

Key West International Airport

1-3	Airports Council Int'l Annual Conference and Exhibition – Long Beach, CA
10	NV2A Meeting in MIA
11	Meeting w/ Keys Electric
12	Key Largo Chamber Event
17-19	FAA Southern Region Annual Conference – Atlanta, GA
20	NV2A Meeting in MIA
	Florida Keys Marathon International Airport
17-19	FAA Southern Region Annual Conference – Atlanta, GA
24	Kids Aviation Day with MillionAir FBO

Extension Services:
Number of services provided: 52 phone calls, 325 emails, 28 one on one consults, 9 office visits/visits to clients, 33 learning events with 653 participants, 6 media submissions, and 196 publications distributed. Total Budget for FY 23/24: $286,482; Year to Date Expenditures and Encumbrances: $126,840; Remaining Balance: $159,642; Percentage of budget spent and/or encumbered year-to-date: 44%

The County Extension Director/Family & Community Development Agent accomplished the following activities:

- Alicia has been co-teaching the Sustainable Living Series to 17 participants. This is a 7-week course developed as a discussion-to-action program that helps people discover ways to take action in their homes and community to reduce their footprint.
- Alicia is co-teaching the Climate Smart Floridians program. This state-wide virtual program encourages and engages residents in greenhouse gas emissions reductions in their homes and communities.
- Alicia attended the Florida Association of Community Development Extension Professionals and currently serves as chair of the membership and marketing committee.

- Alicia is the county lead contact on the Climate Pollution Reduction Planning Grant (CPRG). This grant process will allow the 4-county regional Climate Compact to produce a regional GHG inventory and a regional climate action priority list. This process will set the parameters for municipal CPRG implementation grants.
- Alicia spoke on the radio and wrote a blog about the presence of cane or bufo toads. The extensive rain has brought the emergence of these toads which can be hazardous to pets. They can and should be removed humanely if you find them in your landscape. Learn more here https://blogs.ifas.ufl.edu/monroeco/2023/10/19/cane-toads-bufo-marinus-and-your-pets/

The Florida Sea Grant Marine Extension Agent accomplished the following activities:

- Shelly was 1 of 5 featured bloggers for the University of Florida Blogs.IFAS in October (https://blogs.ifas.ufl.edu/monroeco/author/shellykrueger/). Shelly's article on "Releasing the gas: these tools can help bloated reef fish" was in The Keys Weekly, https://keysweekly.com/42/releasing-the-gas-these-tools-can-help-bloated-reef-fish/. Shelly spoke about the new recreational and commercial stone crab requirements to cut a 2 3/16" diameter escape ring on all stone crab traps to US1 Morning Magazine with Joe Moore.
- Shelly was invited to teach the South Atlantic Fishery Management Council Outreach and Communication Advisory Panel and an undergraduate class at Michigan State University about stony coral tissue loss disease, coral bleaching, and the Florida's Coral Reef Resilience Program. Shelly also taught 44 5th graders about our local fisheries at Gerald Adams Elementary.
- Shelly is working with Florida Sea Grant and resource managers in Venezuela about a new marine invasive species, Pulsing Xenia, that is common in the aquarium trade that has spread to northern Cuba. We are developing a series of media products for divers and diver shops to be on the lookout to report to SEAFAN.net.

The Environmental Horticulture Extension Agent accomplished the following activities:

- Maria Quirico did Creative Works in various areas, showcasing her commitment to horticulture and environmental practices. She wrote an informative article titled "Pumpkins: A Fascinating Crop - Can We Grow It in the Florida Keys?" for the Keys Weekly newsletter, contributing valuable insights to the local community.
- Maria also engaged with the public through the US 1 Radio Morning Magazine, where she discussed the Florida Friendly landscaping segment, spreading knowledge and awareness. Her one-on-one outreach efforts led to fruitful interactions with individuals, as seven plant clinics were conducted, accommodating groups of 4 to 15 people at each location. These events facilitated discussions on horticulture and environmentally friendly practices, allowing participants to gain valuable insights.
- In addition to her written and radio contributions, Maria organized events, such as the "Exploring Florida Keys Biodiversity Through Arts" workshop for children. She met with volunteers, attended conferences, and actively participated in various community events and meetings, highlighting her dedication to promoting environmental awareness and horticultural education.

ENGINEERING SERVICES / ROADS

2nd Street (Rockland Key) Sidewalk and Drainage Improvement:

- Mike Haack Excavating Inc. was the lowest responsive bidder for construction services.
- Staff is preparing construction contract for administrator approval.
- Construction scheduled to begin November 2023.

Bridge #904982 Tubby's Creek (Card Sound) and Bridge #904984 Mosquito Creek Bridge (Card Sound) Replacement Grant Award:

- 60% Design plans were submitted on September 18th and are under County and FDOT review.
- Public meeting to be held December 5th, 2023.

Bimini Drive (Duck Key) Bridge Replacement:

- Substantial Completion issued for September 14, 2023
- Contractor is continuing with punch list items.
- The scheduled application of the friction (final) course of asphalt was pushed out due to weather conditions and is now scheduled to begin October 23rd followed by temporary striping.
- Sod installation is complete.
- Class V finish/paint is nearly complete.

Harbour Drive (Duck Key) Bridge Replacement:

- Notice to proceed was issued for September 25, 2023 with a Substantial Completion date of March 28, 2025.
- Project limits, roadway and bridge centerlines have been surveyed.
- Clearing and grubbing is nearly complete on the West side of bridge.
- Phase I calculations and submittal for temporary critical wall for roadway widening has been submitted to the EOR for review.

Seaview Drive (Duck Key) Bridge Replacement:

- Sheet pile installation is complete on East end of the North side of bridge and sheet pile installation has begun on West end of bridge.
- Concrete pile delivery for East end bent is scheduled for October 20th.

Card Sound Bridge Navigational Lighting Replacement Project:

- Notice to proceed was issued for September 20, 2023 with a substantial completion date of January 18, 2024.
- Navigation light installations on bridge deck railing is scheduled to be complete first week in November.
- Bridge fender lights and clearance gauge installations are to begin the second week in November.

1st Street and Bertha Street – Key West Drainage Improvement Project:

- CEI contract closed short for savings of $20,808.97.
- FDOT SCOP final reimbursement in progress.

Sands-Big Pine Key SLR Roadway Pilot Project:

- Unable to proceed with project until sufficient funding is secured.
- Staff submitted a grant application to the FDEP Resilient Florida Grant program on 8-30-2023 for $11,732,000 to partially fund construction of the project.

Twin Lakes-Key Largo SLR Roadway Pilot Project:

- Staff drafted RFQ for Construction Engineering and Inspection Services and Construction bid to be advertised upon approval of solicitation documents and FKAA scope in project by FDEM and grant execution by both parties.

GIS Based Roadway Asset Management and Work Order System:

- No change

Roadway Vulnerability Study and Capital Plan:

- Staff reviewed an amendment to the SLR Vulnerability scope of work to provide needed updates to the Comprehensive plan and to the county's Public Works Manual to incorporate resiliency and adaptation to design standards.
- Staff received confirmation from FDEM that they are recommending our Roads Adaptation Projects to FEMA for Phase I HMGP Funding (engineering design phase). The total federal funds available through the HMGP Hurricane Michael funding is $178 million; the program is a 75% federal/25% non-federal grant program.
- Staff is completed program documents and submitted them to FDEM and FEMA for approval of the Phase I funds.
- Staff is preparing adaptation alternatives information for December 12th workshop with BOCC and residents.

Key Largo III – Burton Drive:

- FDOT final ERC comments responded to by consultant 9.8.23. Consultant to submit 100% revised plans on 10.20.23.
- SFWMD permit received 8.14.23.
- FDOT SCOP FY 2024 – waiting for FDOT execution grant agreement – anticipate early November.

Boca Chica Road Hurricane Irma Repairs Project:

- All sheet piling, deadman anchors, and concrete cap have been installed.
- Project is on hold due to active sea turtle nests on jobsite per Florida Fish and Wildlife Conservation Commission.
- Initial meeting with NASKW to review the effect of their application for abandonment was held on 17 October.
- Discussion item planned for November BOCC meeting

Card Sound Road Mill/resurface/restriping:.

- Milling and paving operations are scheduled be completed October 20th, 2023.
- The installation of permanent signs and shoulder gravel placement scheduled for late October/early November.

Card Sound Bridge Project Development & Environment Project:

- Staff held call with District 6 on May 26th to discuss moving forward. FDOT Planning Dept. was going to prepare the Advance Notification package to begin the ETDM screening for the Project.
- Staff provided information to develop the advance notification package for the ETDM screening to FDOT staff on August 23rd; ETDM screening is used to determine the NEPA class of action that will needed for the PD&E study.
- FDOT consultant staff is preparing the purpose and need statement to begin the screening process.

Duval, Whitehead, and Front Street Roadway Improvement ILA w/ City of Key West:

- Invoice has been submitted to the clerk, in addition to reimbursement request from FKAA for their cost portion according to the ILA.

Toms Harbor Bridge Repairs:

- Engineering design and permitting is ongoing.
- Staff received confirmation from FDOT that SCOP funds have been awarded for the construction phase of the project. Funds will be programmed in the FDOT FY 25 and construction is expected to begin in Fall 2024.

Crane Boulevard, Sugarloaf Shared Use Path:

- RFQ for design – negotiations approved September BOCC meeting, Consultant working on design engineering and permitting proposal.
- FDOT to encumber design funds October 2023.

Stillwright Point Road Elevation and Drainage Engineering Design and Permitting

- Consultant geo technical, ecological and survey in progress. Final version due end of October.
- Amendment 1 to FDEP - Resilient Florida Infrastructure Grant Agreement 22SRP56 for construction and construction engineering services approved at October BOCC.

First Street (Key West) Drainage Study

- Staff utilized information from the modelling and cost estimate to complete an application for grant funds from the Hurricane Ian HMGP program for engineering design and construction of the pump station.
- Consultant submitted draft report on October 10th; staff is reviewing.

Conch Key Roadway and Drainage Adaptation Project

- Staff addressed additional FDEP questions on September 25, 2023 and is anticipating grant agreement shortly.
- Staff reviewed draft scope and schedule that will be included in grant agreement.

ROADS & BRIDGES

Upper Keys Road Department:

- Buzz Bar Operation – 12.15 miles
- Buzz Debris – 3.04 tons
- Mowing Operation – 39.34 miles
- Sweeping Operation – 6.7 miles
- Sign Department - 55 new signs installed, 19 new posts installed and 11 locates performed. Stop Bars painted – 5 stop bars painted or replaced
- Shoulder Work – 3,052 linear feet of shoulder work using 26 tons of aggregate on 3 roads
- Coconut removal – 36,220 lbs./18.11 tons of coconuts removed from 36 county ROW and county properties
- Card Sound Road material pick-up – 2,160 tons of millings from General Asphalt, free for inventory use
- Tree Removal - 1 tree, weighing 60 lbs/.03 ton, removed from 1 county road
- Stumps ground and removed – 2 stumps on 2 roads
- Storm Drains vacuumed- 5 drains at one location Marathon county garage

- Trash removed from bus stops and county rights of ways – 101 bags +1717 lbs
- Illegal Dumping Pick Up – 60 lbs of debris picked up and removed from county right of way near CR 905

Upper Keys Roads Special Projects – Support:

- 9-29-23 All Crew Trash/Debris removal CSR/905/ under all bridges. .64 tons of garbage removed.
- Assist Rowell's park to upright newly added trees that had fallen in strong winds
- Assist Solid Waste with equipment transport
- Assist KL transfer station to smooth road and prepare place to offload millings
- Fallen tree removal Dolphin Rd, Key Largo
- Removal of illegal dump found near CR 905
- Assist Key Largo Park with score board post replacement
- Assist Marathon Facilities and Fleet with vacuuming garage storm drains
- Assist Solid Waste with equipment transfer and trim of vegetation at entrance
- Emergency removal of 2 fallen trees across county road ways
- Collaborate with FKEC for removal of 2 trees in county ROW posing significant safety threat as fire hazards

Lower Keys Road Department: October 2023

- Mowing Operation – 36 Miles
- Weed eating Operation – 8 Miles
- Brush Cut/Chip Operation – 6 Miles
- Recycled Mulch – 6 loads delivered for free
- Sweeping Operation – 5 Miles
- Sign Work - 51 Signs, 9 Posts, 11 Locates
- Cold Patch work – ¼ ton used on Puerta Dr, Big Coppitt Key, Boca Chica Rd, Geiger Key, Key Deer Blvd, Big Pine Key.
- Tree Trimming – hand trimmed ROW, Center Street Summerland Key using bucket truck, trim Coconut trees on Sugarloaf Blvd, Sugarloaf Key

Lower Keys Roads Special Projects – Support:

- Coordinated with The City of Key West Public Works Department to sweep Duval Street Saturday and Sunday for Fantasy Fest.
- Coordinated with Public Works Facilities for annual drain cleaning at Jackson Square..

<u>PROJECT MANAGEMENT</u>

Hurricane Irma Repairs:

Following is a list of the remaining locations damaged by Hurricane Irma.

Big Pine Key Community Park:

Community Center Flood Panels

- The County rejected the submitted panels as they are excessively heavy. The panels are being designed to be lighter and easier to handle.

Key Largo Park Concessions Roof Replacement:

- Determined that FEMA intended repayment for full roof replacement instead of the repair that was previously completed.

- Proposals received. Staff moving forward with contract.

Marathon, Tax Collector Seawall:

- Army Corp of Engineers are expected to release the permit in the month of November.

MCSO Stock Island Jail and Admin Flood Panels:

- SeaTech is revising all top panels to reduce the weight. Aesthetic repairs scheduled for 10/20/23.

Veteran's Memorial Park:

ADA Pavilion & Tiki Huts

- All work associated with the Tiki Huts and Pavilion is complete. Final payments/closeout in process.

Bathroom Repairs

- Pending preliminary sketch of preferred layout from design team.

Hurricane Ian Repairs

Following is a list of the remaining locations damaged by Hurricane Ian.

Higgs Beach & West Martello:

- Reviewed and commented on a proposal for a Task Order from T.Y.Lin to conduct post storm topography surveys and prepare construction documents for sand replenishment project. Revised proposal received, now preparing Task Order for November BOCC agenda.
- Advertised RFS for replacement of Tennis / Pickle-ball Court fencing. Pre-bid job walk held 10/19. Bids will be opened 11/02/23.

Capital/Grant Funded Studies or Construction Projects:

Bay Point Park (Drainage Study) – ARP:

- Draft recommendations under review.
- Coordination with EOR and planning to determine feasibility of proposed recommendations underway.

Big Pine Community Park Sports Field Improvements – ARP:

- Contract with Musco approved.
- Parks has indicated the desire for reduced scope, possible change order being reviewed.

Big Pine Employee Housing:

- Bid opening held on 10/18/23. Staff to begin the contract process.

Bernstein Park Re-Sod/Turf – ARP:

- Proceeding with County program to replace the grass with a better species of natural turf, improve irrigation and add some park hardscape.
- Received a revised proposal from Bill Horn, Architect for park renovations.

Blue Heron Park Pickleball Improvements – ARP:

- 90% Design Plans submitted to County.
- EOR coordinated with Planning Dept, and additional parking required to expand pickleball courts.
- Desired parking layout selected by Parks. Design will be updated to include required parking.

Emergency Operations and Public Safety Center – FDEM, HMGP, FDOT:

- Plumbing rough-ins, including water, wastewater and sprinklers complete.
- Water service and meters are complete, permanent tap pending removal of temporary

trailers.

- Interior drywall and paint is complete. All exterior and most interior door installed and painted.
- Electric and low voltage wiring largely complete.
- FKEC transformer has been energized; meter is installed. Building components being connected to permanent power.
- HVAC condensing units and air handling units installed and being connected to permanent power for full AC testing starting by early November.
- Final grading of the site underway. Additional stormwater retainage ponds complete.
- Misc. Concrete sidewalks and utility platform being finished by early November.

Fire Station Bay Floor Resurfacing - ARP:

- Includes resurfacing of bay floors at fire stations 9, 13, 17, and 22.
- Specifications being finalized and RFP being drafted for advertisement.

Fire Training Academy New Burn Simulator Building:

- Cost benefit analysis submitted and approved by Fire Rescue; proceeding with Pre-Fab Building in lieu of custom concrete building.
- Plans and Specs are being finalized. Fire Rescue is investigating construction funding sources.

Gato Spalling – CAP:

- Design documents were revised to be clearer for bidding and received 19 October 2023. RFP can now be drafted with correct scope.

Gato Building HVAC – ARP:

- Facilities will handle phase repairs though standing contract.

Higgs Beach Restroom Replacement - TDC:

- Slab graded and poured.
- Block walls grouted; tie beam being formed.

HMGP Generators – HMGP:

- Schematic Design Narrative and Flood Plain Memo submitted for County review.
- Coordinating with Facilities Dept to approve proposed generator locations.

HMGP Wind Retrofit – HMGP:

- Design at approximately 60%.
- Amendment to design contract to add roof testing requirements approved at October BOCC meeting.

Jackson Square Jefferson Browne Redevelopment - CAP:

- No change

Jacob's Aquatic Center Pool Liner Replacement - TDC

- Received updated quote. Preparing RFS for 2 additional quotes.
- Work will be scheduled in January to not interfere with scheduled activities.

KW Lighthouse New Oil House Display - TDC

- Punchlist complete, close-out complete, retainage pay app in process.

KW Lighthouse Stables Building Renovations and ADA improvements – TDC

- No change from last month. Waiting for KWAHS and Bender to sign contract for design.

Historic Sheriff Residence and Jail Museum at Jackson Square - TDC:

- Project closed; Final payment being processed.
- KWAHS will work through the fall in preparation for opening in early 2024 opening.

Marathon Professional Building – Roof Replacement:

- Roof replacement complete – punch list items remaining.

Monroe County Historic Courthouse Masonry Repairs – CAP, DHR:

- State DHR confirmed the contract with Monroe County.
- Bender & Associates design work is complete.
- RFP pending DHR approval of procurement.

MCSO Stock Island Jail Stucco and Spalling Repairs – CAP:

- Engineered solutions have been provided and will be put out to bid by late October No Change.

MCSO Stock Island Jail Dormitory Window Replacement – CAP:

- No change.

MCSO Stock Island Detention Center Generator Building – CAP:

- The contractor designer has expanded their scope to include additional serveying and geotechnical work, which will allow for the completion of design. Currently all drawings are 90% complete. Drawings expected to be completed by Mid-November.

MCSO Stock Island Detention Center Kitchen Floors – ARP:

- No change.

MCSO Stock Island Detention Center Elevator 6 & 7 Upgrades – ARP:

- This is being handled by facilities using their standing contract.

MCSO Stock Island Detention Center Air Handlers – ARP:

- This is being handled by facilities using their standing contract.

MCSO Stock Island Detention Center Ground Floor Door Replacement – ARP:

- Pricing has been provided and will be reviewed this month.

Murray Nelson Parking Lot – ARP

- Plans being finalized; RFP being drafted.

Pine Channel Nature Center Trail Enhancements – TDC:

- NTP expected October/November.

Pigeon Key Sprinkler System - TDC:

- Project complete.
- Fire Pump maintenance requirements submitted to legal for incorporation into Pigeon Key Lease Documents.

Plantation Key Courthouse and Detention Center - CAP:

- The County has a 3rd party auditor reviewing all project documents at this time.

Plantation Key Campus Redevelopment of the Ellis and Old Courthouse - CAP:

- Ellis Building: No Change
  - RFP for renovations to be advertised during the month of November.
- Old Courthouse Meal Site in Clerk's old Offices:
  - Spalling repair to be put out to bid during the month of November.

Public Defender Offices at 316 Simonton in Key West - CAP:

- Drywall complete and painted.

- HVAC ductwork 90% complete.
- Ceiling grid 90% complete.
- Electric trim out underway.
- Low voltage run throughout.
- Tile installation 90% complete.
- Interior doorframes installed.

Reynolds Street Pier Pile Repairs – TDC, FDOT-TAP:

- Preparing RFQ, to be advertised in November, for design services to develop plans and environmental permits for pier improvements.

Rockland Key Fleet Facility – CAP:

- Geotechnical and site survey completed, waiting for reports.
- Architect drafting Owner Project Requirements (OPR) and Basis of Design (BOD)
- Monroe County Planning review applied for.
- CMAR RFP to be published in October.

Roth 911 – MCSO:

- The Architect has expanded their scope to include additional MEP design. Tentative project walk is scheduled for November 2, 2023.

Rowell's Waterfront Park Phase I – TDC, FDOT, CAP:

- Contractor proceeding with final inspections and project closeout.

Rowell's Waterfront Park Phase II – CDBG-CV, CAP:

- Grant extension request approved. Funding available thru Sept. 2024.
- RFP being advertised with bid opening date of 11/09/23.
- Design team revising utility plans to allow for lowered FKAA watermain pressure. Any updates to the plans will be added to the RFP as an addendum.

Rowell's Waterfront Park Phase III (Tiki Huts) – TDC:

- Staff preparing RFP.

Supervisor of Elections Key West Office Relocation - SOE:

- Electric trim out 99% complete
- Interior frames and doors installed
- Walls and doors painted
- HVAC 85% complete
- Fire alarm rough in complete
- Flooring complete
- Storefront doors installed

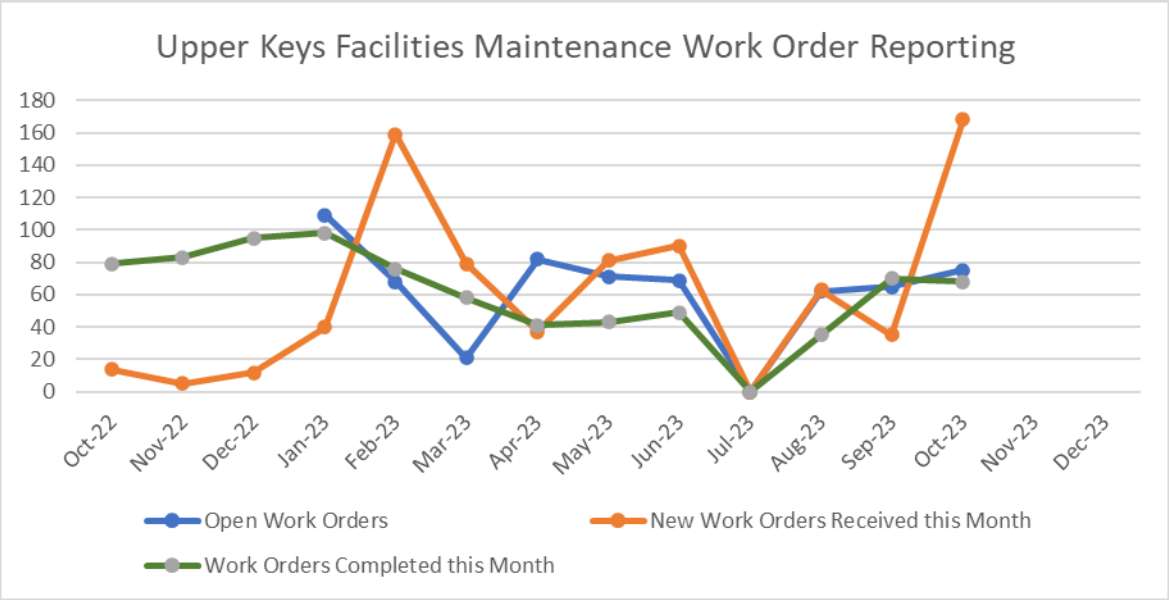
Tavernier Fire Station Hardening – CDBG-MIT:

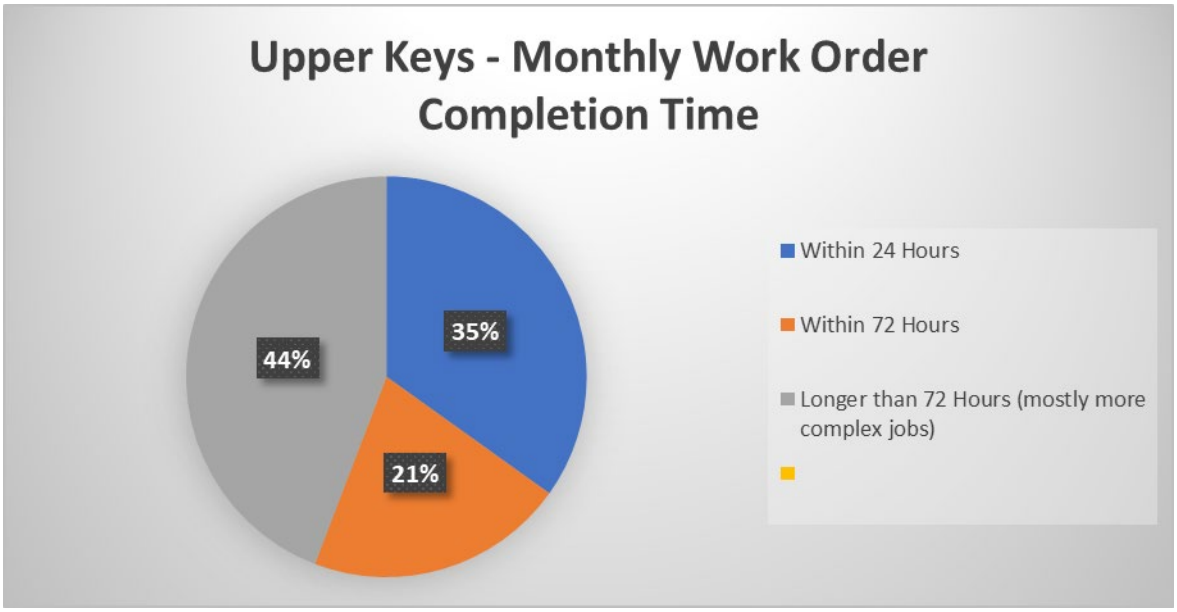
- Environmental review complete. Currently under review by Florida Commerce (DEO).
- Requested a quote from Hale Innovations for grant administration due to extensive grant requirements.

Transfer Stations Equipment Buildings - MCSW:

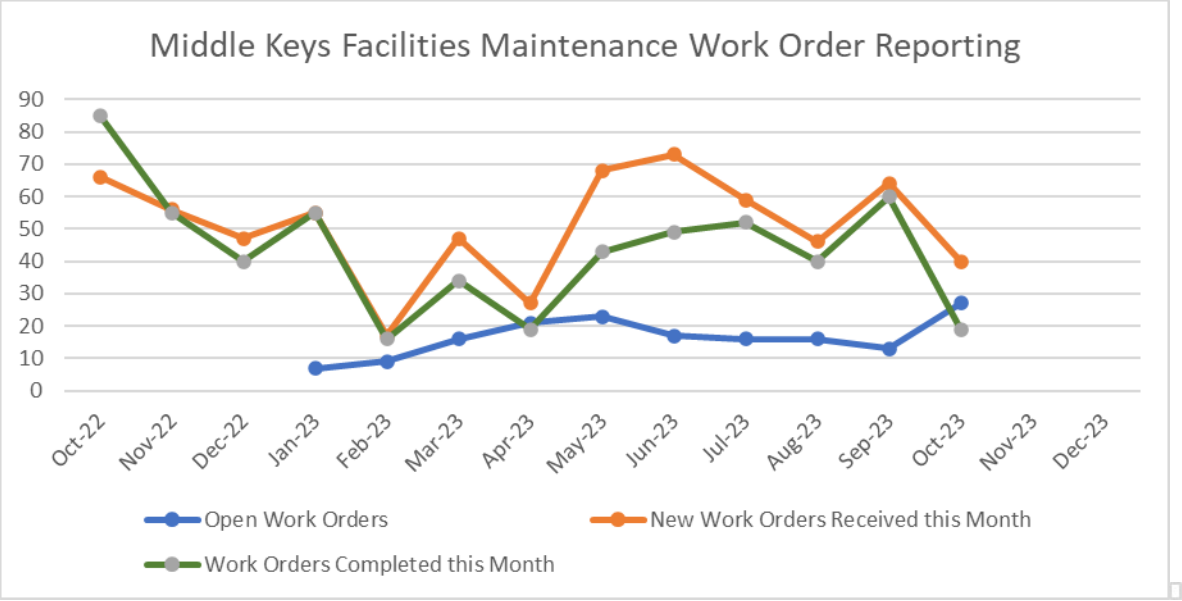
- Waste Management is in preliminary stages of building expansions. Meeting held on site with Solid Waste to discuss updates to the equipment building locations. CPH updating preliminary plans.

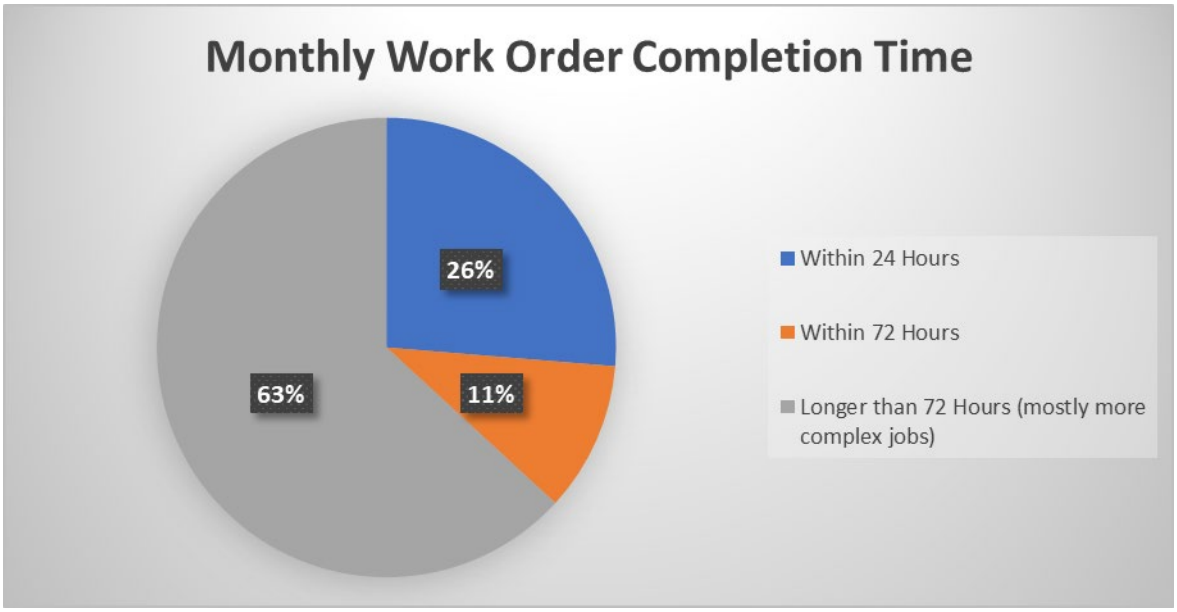
FACILITIES – UPPER KEYS



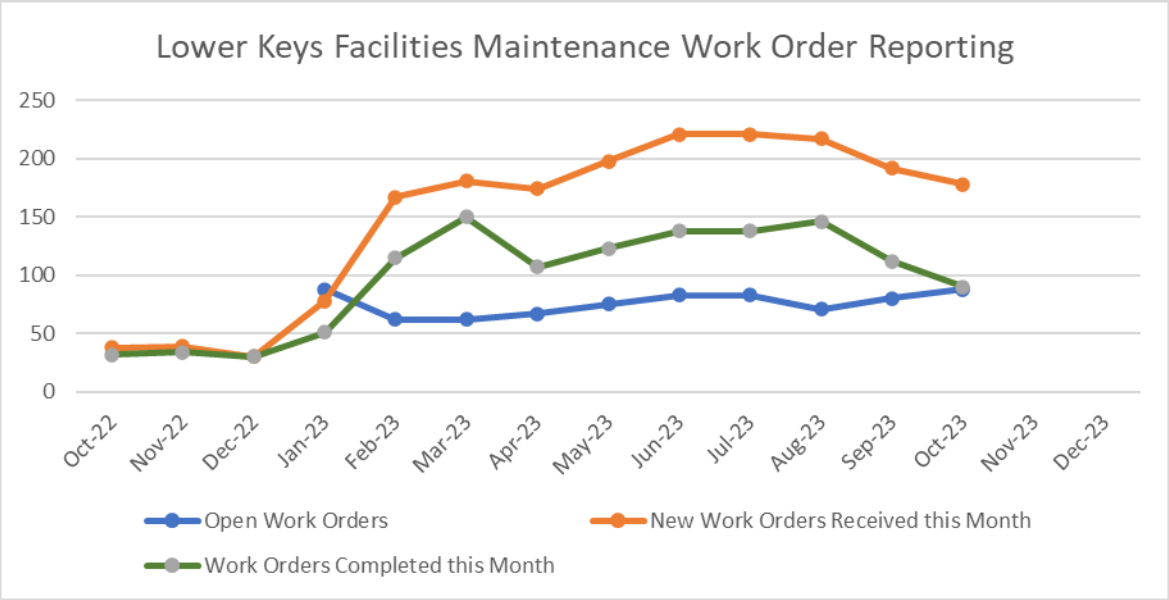


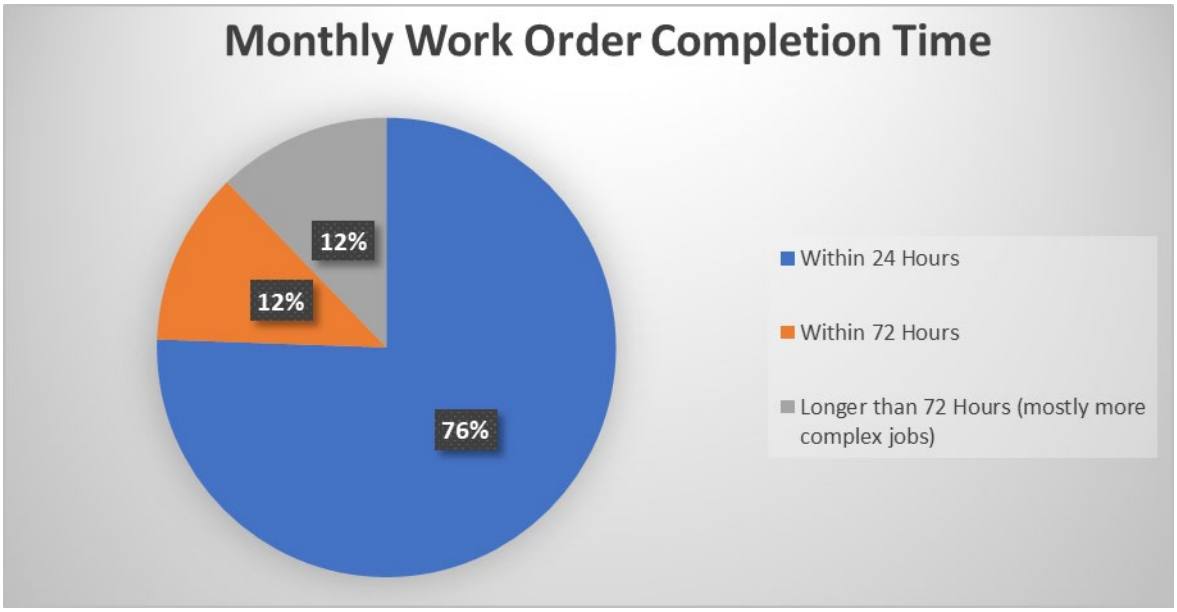
FACILITIES – MIDDLE KEYS





FACILITIES – LOWER KEYS

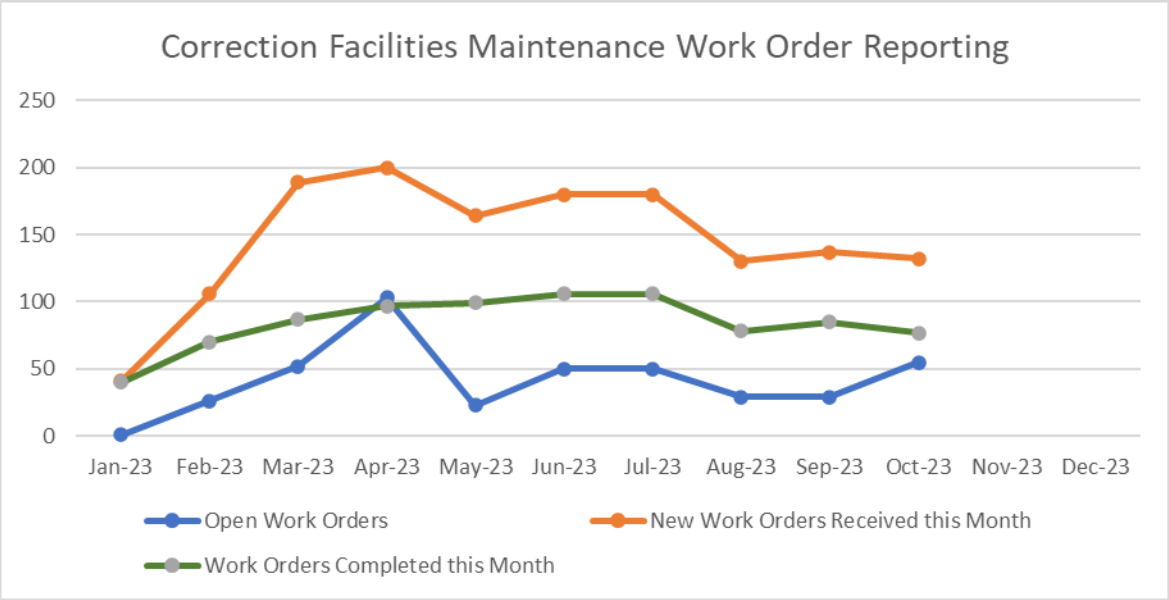


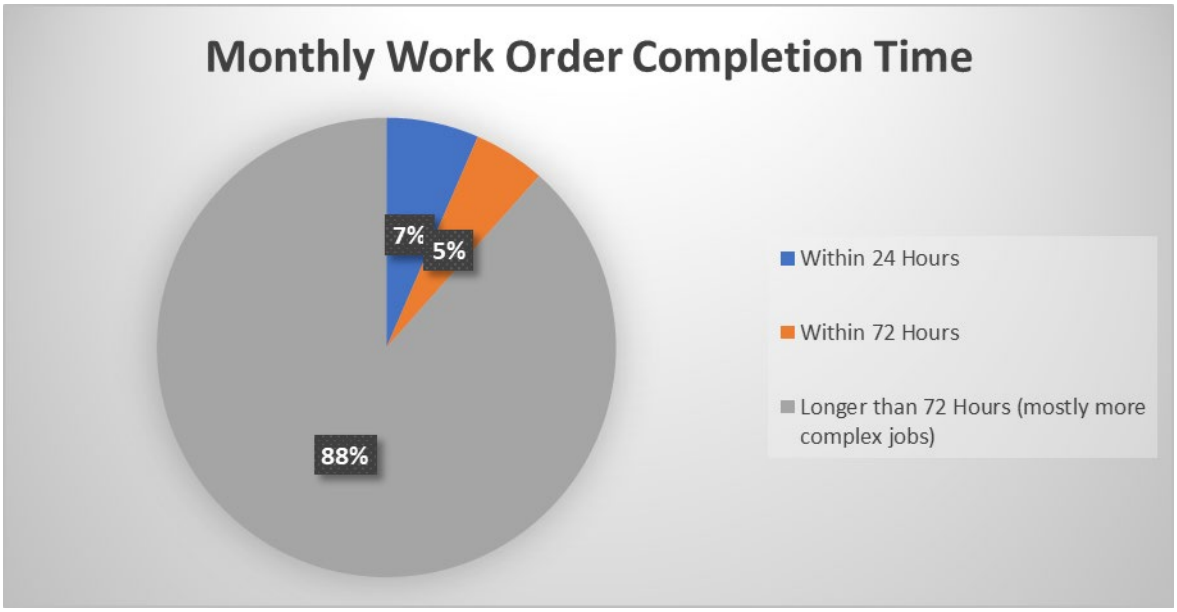


Lower Keys Major Accomplishments

- Historic Courthouse repairs to drywall after installation of new ac units
- Continuation of Renovation Project for Clerk of Courts
- Plantation Key Landscape Project.

FACILITIES – CORRECTIONS





PARKS AND BEACHES

Department Highlights:

- Pine Channel Nature Park was chosen for the 2023 FRPA Facility Showcase
- Monroe County has been chosen to host the Florida Recreation and Park Summit for 2024

UPPER KEYS

Rowell's Waterfront Park

- Added floating dock

Friendship Park:

- Installing pour in play rubber surface to replace existing playground sand

Key Largo Community Park:

- Added new fitness equipment and added pour in play surface
- Increased warning tracks around baseball field
- Fixed lips on the baseball infields
- Removed and repaired broken scoreboards.
- Added new display board to tennis courts.
- Replaced tennis court signage.

Harry Harris Park:

- New ballfield fence in progress
- Beach sand replenished

Old Settlers Park:

- Removed palm tree from playground and removed diseased tree at entrance.
- Put up signs in English and Spanish.
- Added a new bike rack and new trash cans.

Plantation Key Community Center:

- Host location for Monroe County University of Florida, Biodiversity art workshop for kids
- Host location for American Legion monthly meeting.
- Added new tables, chairs, and more for the public to use

Mike Forster Memorial Park:

- No additional changes

LOWER KEYS

Veterans Memorial Park:

- Added new signage and added to our shelter rental system
- Added new beach wheelchair
- Added buckets to our community cleaning station

Blue Heron:

- Completed additional storage for equipment

Big Pine Community Center:

- Host location for AARP food program
- Host location for Paradise Quilters Club
- Host location for tobacco cessation group

Big Pine Park:

- Hosted the 2023 Lower Keys Rotary Haunted Hospital and onsite support, October 6-8th
- Created a new storage area for the bocce court utilizing the existing shelter to ensure the equipment is securely stored
- Hosted Big Pine Youth Association Soccer Program
- Hung the World Record Pie Crust Pan for all to see
- Improved the Bocce Court with shell playing surface
- Replaced gate on basketball court
- Repaired and painted fitness equipment

Pine Channel Nature Park:

- Added signage

Watson Field:

- Added new pea rock

Sugarloaf School Shark Park:

- Installed a teqball table
- Added trash cans and benches

Bay Point Park:

- Continue to meet with engineer about flooding issues
- Draft recommendations under review per Project management

Boca Chica Beach:

- Beach License Partnering Meeting- NAS Key West and Monroe County on October 19, 2023
- Added buckets to our community cleaning station.

Wilhelmina Park:

- Added sod to damage area around newly applied rubber surface.

Firemen's Park:

- No additional changes

Bernstein Park:

- Hosted 2nd Coast Love Annual Stock Island Cleanup and Community Celebration Day on Saturday October 14th
- Painted restrooms
- Restriped parking lot

Higgs Beach:

- Starting point for the 26th Annual Key West Paddle Classic that took place on September 30, 2023
- Added Temporary Pickleball nets.
- Added portable AC restrooms.

VETERANS AFFAIRS

CLIENT STATISTICAL DATA

Monthly Report

10/1-10/23/2023 (FY 2024)

CLIENTS ASSISTED

VA Phone Calls	883
Client Data	1,069
New Clients	25
Field Visits	1
Compensation and Pension Filings	25
Flag Presentation	2
Homeless Veterans Assisted	0
Community Involvement	322
Board of Veterans Appeals Hearings	1
Marathon Mobile Office	1

Operation **Greenlight** Proclamation at BOCC Meeting 10/18/2023

VETERANS TRANSPORTATION PROGRAM

Transportation Calls	91
Veterans Transported	33

MCVAD Transp. Resumed 10/13/2021

FINANCIAL AWARD DATA

Retroactive Payments	$	260,208.77
Reoccuring Annual Payments	$	602,896.56

The financial data captured monthly will vary due to the Veterans Administration's variable time frame in adjudicating awards.
For any further information regarding this report, please contact Cathy Crane, Director of Veterans Affairs @ ext. 5156

County of Monroe
The Florida Keys

Monroe County Fire Rescue
490 63rd Street Ocean
Marathon, FL 33050
Phone (305) 289-6005

Monthly Activity Report – October 2023

Fire Rescue

- ISO conducted an onsite triennial evaluation of Monroe County Fire Rescue department, including personnel, training, apparatus and equipment maintenance records and water supply records.
- Participated in the Station 11, Sugarloaf Key Fire Station design process consultation.
- Crews from all Stations completed annual fire well testing for all zones.
- Crew from Station 13 participated in Hurst extrication tools maintenance training provided by Municipal Emergency Services / MES.
- Completed inspections for all fire extinguishers on all Fire Apparatus.
- Crews from Stations 13 participated in a Fire Prevention Week presentation to the Big Pine Fire Academy, the Florida Keys Home School Group, and the youth soccer league at Big Pine Community Park.
- Crews from Stations 8 participated in a Fire Prevention Week presentation to the Lighthouse Christian Academy, Horace O'Bryant Middle School, and Temple Christian School on Stock Island.
- Crews from Stations 10 and 11 participated in the Fire Prevention Week presentation at the Sugarloaf Elementary School and the Banana Cabana Daycare on Sugarloaf and Ramrod Keys.
- Crews from Stations 22 and the Fire Marshal's Office participated in the Fire Prevention Week presentation at the Burton Memorial Daycare in Tavernier.
- Crews from Station 8 participated in the 2nd Annual Stock Island Cleanup and Community Day hosted by CoastLove.

Trauma Star / EMS

- Conducted Flight team monthly meeting which included Quality Assurance and documentation guidelines/feedback, upcoming trainings, communications.
- Conducted Quality Assurance meetings with the Lower Keys Medical Center and Jackson South Hospital.
- Implemented the controlled substances module on the PSTrax asset management software beginning October 1, 2023. All controlled substances will be logged, tracked, and audited on a monthly basis through this software.
- Two (2) personnel completed the Flight Provisional Program, including one Flight Nurse and one Flight Medic, who have been officially cleared following their probational period.
- Provided instruction for First Responder CPR/First Aid and Stop the Bleed to the current Hot Shot Academy students.
- 24 Flight personnel completed the Emergency Water Egress Training.

- Three (3) personnel completed the Paramedic licensing requirements and have started the department's Paramedic Provisional Program.
- Attended the Keys Health Ready Coalition meeting. KHRC serves as a multi-agency coordination group that focuses on health-related emergency preparedness that strengthens the health system's ability to respond to emergencies and disasters.
- Attended the formal signing to acquire three (3) new Leonardo AW139 Helicopters which will replace the Trauma Star Program's Sikorski S76 Helicopters over the next two years.

Key West International Airport / Fire Station 7

- Participated in Fire Prevention Week by visiting multiple classrooms at Horace O'Bryant Elementary School in Key West, sharing "Sparky" and fire prevention messages to children.
- Attended each of the EYW Airport Operations Meetings, Construction Meetings, Airlines Meetings, and the Airport Tenant Meeting for the month.
- Completed fire extinguisher training for airport fueling personnel.
- Completed the annual SIDA Badge audit for all MCFR SIDA Badge holders.
- Completed two (2) separate Fire Watch / EMS standbys for the Family Movie Night at East Martello's event lawn.
- Completed Fire Watch / EMS standby for 2023 Zombie Bike Ride Party at East Martello event lawn.
- Attended Advanced WebEOC Training at the Harvey Government Center, hosted by Monroe County Emergency Management.
- Conducted Quarterly / Periodic Airfield inspection, which includes ARFF Response drills, suppression product maintenance, foam testing and Airport fueling inspections.

Fire/EMS Training

- Continued training coursework for the Firefighter Minimum Standards class also known as the Hot Shots class.
- Conducted Live Fire Training, required for firefighters, with Crews from Stations 17 Conch Key participating, and with the Ocean Reef Fire department crew of 10 members also participating.
- Provided national standard curriculum classroom and road training course for Emergency Vehicle Operation Certification (EVOC), conducted testing and final sign-off for two Fire Rescue Driver Operators.
- Completed update of the firefighter Job Performance Requirements (JPRs) to include additional tactical ventilation drills.
- Conducted Multi-Company training and posted to Operations calendar for the County's inhouse firefighter training requirements.
- Provided hose testing and distribution of new fire hose to Station 17.
- Provided Fire Extinguisher Training to approximately 25 members from the Historical Tours of Key West organization.

Fire Marshal's Office

- Provided event coordination and attended Fire Prevention Week events in Stock Island, Sugarloaf, Ramrod, and Big Pine Keys and Tavernier.
- Conducted Plans Reviews and Inspections for New Construction and Renovation Permits for the building departments in Ocean Reef, the Upper Keys, Middle Keys, and the Lower Keys.
- Provided letter notices and annual Fire and Life Safety inspections to commercial properties from Stock Island to Key Largo.
- Inspections conducted in Ocean Reef during month in conjunction with the Ocean Reef Public Safety office.
- Held four (4) meetings with fire protection designers, contractors, and owners to review code requirements for development plans.
- Conducted a Fire Marshal's Office monthly meeting with the Deputy Fire Marshals which included review of inspection types and re-inspection notices.
- Performed reviews for conditional use applications for Conch Services LLC at 98790 Overseas Hwy, Key Largo and Refreshment Services at 5510 MacDonald Ave, Stock Island.
- Staff from the Fire Marshal's Office provided documentation and participated in the ISO triennial evaluation.

Employee Services- October, 2023

NOTE: For period of 10/1-10/18/23

Employee Benefits

1. Distribution of Weekly Benefits Eblasts (5): October is Breast Cancer Awareness Month (10/13)
   Countdown to Wellness – 2 Weeks Remaining (10/16)
   Monroe County Retiree Benefits Open Enrollment: STARTS TOMOROW 10/19 (10/18) All Active
   Monroe County Retiree Benefits Open Enrollment: STARTS TOMOROW 10/19 (10/18) All Retirees
   Halloween Safety Delta Dental (10/20)
2. Biweekly conference call with benefits consulting team
3. Monthly conference call with Clear Track HR
4. Weekly Employee Benefits Meetings
5. Employee Services Monthly Meeting
6. Phone/Email/In-person support to general benefit questions
7. Phone/in-person support to “near retirement” employees (3)
8. Support for turning 65 members (4)
9. Extensive Rx Support
10. Domestic Partnerships (0)
11. Processing of MN Life Claims (2)
12. Monthly invoices prep & payments
13. Review and approve 2023 Wellness Forms
14. Open enrollment meetings for system check and platform set up with Cleartrack
15. Open Enrollment preparation/posting of 2024 Benefit forms
16. Extensive phone and email support for open enrollment
17. Weekly deposit
18. Case management review and support
19. PO’s and acquisitions for FY 23/24

Employee Benefits Department

2022/2023 Monthly Report

	OCT	NOV	DEC	JAN	FEB	MAR
NEW HIRES	13	26	18	14	9	15
TERMINATIONS	14	13	16	13	14	9
NEW RETIREES MEDICAL	1	3	1	0	0	6
NEW RETIREES LIFE ONLY	0	1	1	0	0	2
DECEASED # LIFE CLAIMS	1	2	0	2	2	0
OTHER COVERAGE CHANGES	10	5	7	3	5	10
ACCOUNT CHANGES	3	0	5	3	3	6
ACTIVE WITH MEDICAL	1642	1642	1642	1642	1642	1642
ACTIVE NONMEDICAL	120	120	120	120	120	120
RETIREES WITH MEDICAL	278	278	278	278	278	278
RETIREES DVL ONLY	96	96	96	96	96	96
RETIREES WITH LIFE ONLY	12	12	12	12	12	12
SURVIVING SPOUSE	5	5	5	5	5	12
COBRA	10	5	5	4	3	4
WAIVER OF PREMIUM LIFE INS	0	0	0	0	0	0
	APR	MAY	JUN	JUL	AUG	**SEP**
NEW HIRES	17	11	24	7	22	**15**
TERMINATIONS	7	10	18	19	15	**16**
NEW RETIREES MEDICAL	4	2	0	1	0	**0**
NEW RETIREES LIFE ONLY	2	0	0	2	0	**0**
DECEASED # LIFE CLAIMS	3	0	4	1	1	**2**
OTHER COVERAGE CHANGES	10	10	9	9	7	**5**
ACCOUNT CHANGES	7	8	14	21	8	**5**
ACTIVE WITH MEDICAL	1642	1642	1642	1642	1642	**1196**
ACTIVE NONMEDICAL	120	120	120	120	120	**122**
RETIREES WITH MEDICAL	278	278	278	278	278	**374**
RETIREES DVL ONLY	96	96	96	96	96	**210**
RETIREES WITH LIFE ONLY	12	12	12	12	12	**32**
SURVIVING SPOUSE	12	12	13	13	13	**14**
COBRA	4	5	5	4	4	**4**
WAIVER OF PREMIUM LIFE INS	0	0	0	0	0	**0**

Human Resources

Monthly Report for October 2023

Sr. HR Administrator Monthly Report for October 2023

- Reviewed salary analysis forms for all departments with above entry new hires
- Processed and assisted employees with FMLA **0** employees processed in October
- Assisted with light duty accommodations for employees
- Coordination with Welsey House for Toy Drive
- Reviewed and discussed HR processes with Executive Assistant
- Revised Administrative Instructions for Employee Performance Review
- Processed Workday transactions for employees
- Provided Salary Increase report
- Alchemy Term File Project
- Provided various records requests
- Attended routine HR meetings to discuss the needs and outstanding tasks of the departments

Recruiting Stats through October 18, 2023 :

- Through October 1-18, 2023, the County had **41** open positions for which we received: **97** total applications: **2** internal and **95** external. Of the total applications, **82** were deemed to have met the minimum requirements for the positions to which they applied, **15** did not qualify, and **0** withdrew their application. Of our total applications, **39** are reapplying and **55** are new applicants.

- Of our **41** openings: **5** were closed/filled, **0** positions were re-posted from a previous posting, **8** were new postings, and **28** remained posted.

Turnovers:

We had **4** new hires (**1 Temporary**) and **2** promotions.

***We had a total of _3_ resignations/retirements/terminations and _0 Deceased for the month of October 2023:

Resignations average year to date **8.46** %
Retirements average year to date **2.11** %

Countywide Turnover by Month

Avg. Headcount		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
513	2015	5	7	10	6	12	7	3	8	6	8	2	4	78
525	2016	6	4	4	6	7	10	3	4	7	9	9	4	73
533	2017	10	8	10	3	9	4	7	11	7	4	10	3	86
538	2018	10	6	4	6	11	6	6	5	4	7	7	1	73
526	2019	7	5	11	1	4	4	3	12	6	3	5	5	66
551	2020	6	7	6	2	3	8	2	8	12	8	5	2	69
597	2021	4	3	5	4	6	6	5	7	6	10	3	3	62
603	2022	4	5	5	7	4	6	13	4	2	2	6	6	64
615	2023	6	4	5	*5*	*8*	*12*	*8*	*8*	*8*	*3*	*0*	*0*	*67*

		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
	2015	0.97%	1.36%	1.95%	1.17%	2.34%	1.36%	0.58%	1.56%	1.17%	1.56%	0.39%	0.78%	15.20%
	2016	1.14%	0.76%	0.76%	1.14%	1.33%	1.90%	0.57%	0.76%	1.33%	1.71%	1.71%	0.76%	13.90%
	2017	1.88%	1.50%	1.88%	0.56%	1.69%	0.75%	1.31%	2.06%	1.31%	0.75%	1.88%	0.56%	16.14%
	2018	1.86%	1.12%	0.74%	1.12%	2.04%	1.12%	1.12%	0.93%	0.74%	1.30%	1.30%	0.19%	13.57%
	2019	1.33%	0.95%	2.09%	0.19%	0.76%	0.76%	0.57%	2.28%	1.14%	0.57%	0.95%	0.95%	12.55%
	2020	1.09%	1.27%	1.09%	0.36%	0.54%	1.45%	0.36%	1.45%	2.18%	1.45%	0.91%	0.36%	12.52%
	2021	0.73%	0.54%	0.91%	0.73%	1.09%	1.09%	0.91%	1.27%	1.09%	1.81%	0.54%	0.54%	10.39%
	2022	0.73%	0.91%	0.91%	1.27%	0.73%	1.09%	2.36%	0.73%	0.36%	0.36%	1.09%	1.09%	10.61%
	2023	1.09%	0.73%	0.91%	*0.91%*	*1.45%*	*2.18%*	*1.45%*	*1.45%*	*1.45%*	*0.54%*	*0.00%*	*0.00%*	*10.89%*

Resignations and Terminations by Month

Avg. Headcount		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
513	2015	4	5	9	4	8	5	2	8	4	6	2	4	61
525	2016	4	3	2	5	6	5	3	3	6	7	7	2	53
533	2017	7	5	8	2	5	2	6	9	5	4	7	3	63
538	2018	9	3	3	4	9	8	6	4	3	4	5	1	59
526	2019	6	3	8	1	4	3	3	11	4	2	5	4	54
551	2020	4	6	4	1	2	8	1	6	10	5	3	2	52
597	2021	2	2	3	3	3	5	5	6	5	7	2	2	45
603	2022	3	3	4	7	2	5	9	4	2	1	5	3	48
615	2023	3	3	2	5	8	8	6	8	6	3	0	0	52

		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
	2015	0.78%	0.97%	1.75%	0.78%	1.56%	0.97%	0.39%	1.56%	0.78%	1.17%	0.39%	0.78%	11.89%
	2016	0.76%	0.57%	0.38%	0.95%	1.14%	0.95%	0.57%	0.57%	1.14%	1.33%	1.33%	0.38%	10.10%
	2017	1.31%	0.94%	1.50%	0.38%	0.94%	0.38%	1.13%	1.69%	0.94%	0.75%	1.31%	0.56%	11.82%
	2018	1.67%	0.56%	0.56%	0.74%	1.67%	1.49%	1.12%	0.74%	0.56%	0.74%	0.93%	0.19%	10.97%
	2019	1.14%	0.57%	1.52%	0.19%	0.76%	0.57%	0.57%	2.09%	0.76%	0.38%	0.95%	0.76%	10.27%
	2020	0.73%	1.09%	0.73%	0.18%	0.36%	1.45%	0.18%	1.09%	1.81%	0.91%	0.91%	0.36%	9.44%
	2021	0.36%	0.36%	0.54%	0.54%	0.54%	0.91%	0.91%	1.09%	0.91%	1.27%	0.54%	0.54%	7.54%
	2022	0.54%	0.54%	0.73%	1.27%	0.36%	0.91%	1.63%	0.73%	0.36%	0.18%	1.09%	1.09%	7.96%
	2023	0.54%	0.54%	0.36%	0.91%	1.45%	1.45%	1.09%	1.45%	1.09%	0.54%	0.00%	0.00%	8.46%

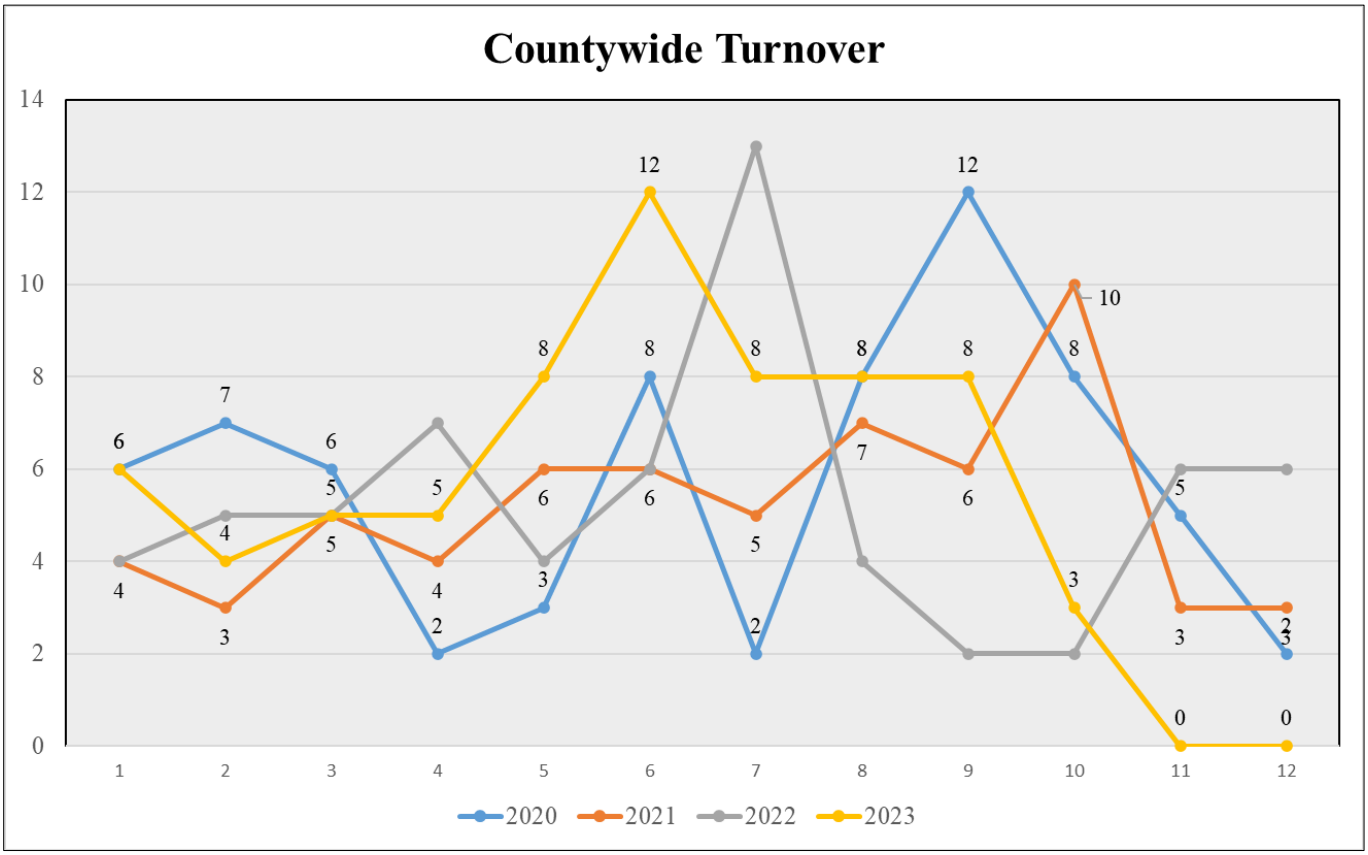
Retirements (and Deaths) By Month

Avg. Headcount		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
513	2015	1	2	1	2	4	2	1	0	2	1	0	0	16
525	2016	2	1	2	1	1	5	0	1	1	2	2	2	20
533	2017	3	3	2	1	4	2	1	2	2	0	3	0	23
538	2018	1	3	1	2	2	2	0	1	1	3	2	0	18
526	2019	1	2	3	0	0	1	0	1	2	1	0	1	12
551	2020	2	1	4	1	1	0	1	2	2	3	2	0	19
597	2021	2	1	2	1	3	1	0	1	1	3	1	1	17
603	2022	1	2	1	0	2	1	4	0	2	1	1	3	18
615	2023	1	1	3	0	0	4	2	0	2	0	0	0	13

		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
	2015	0.19%	0.39%	0.19%	0.39%	0.78%	0.39%	0.19%	0.00%	0.39%	0.19%	0.00%	0.00%	3.12%
	2016	0.38%	0.19%	0.38%	0.19%	0.19%	0.95%	0.00%	0.19%	0.19%	0.38%	0.38%	0.38%	3.81%
	2017	0.56%	0.56%	0.38%	0.19%	0.75%	0.38%	0.19%	0.38%	0.38%	0.00%	0.56%	0.00%	4.32%
	2018	0.19%	0.56%	0.19%	0.37%	0.37%	0.37%	0.00%	0.19%	0.19%	0.56%	0.37%	0.00%	3.35%
	2019	0.19%	0.38%	0.57%	0.00%	0.00%	0.19%	0.00%	0.19%	0.38%	0.19%	0.00%	0.19%	2.28%
	2020	0.36%	0.18%	0.73%	0.18%	0.18%	0.00%	0.18%	0.36%	0.36%	0.54%	0.36%	0.00%	3.45%
	2021	0.36%	0.18%	0.36%	0.18%	0.54%	0.00%	0.00%	0.18%	0.18%	0.54%	0.18%	0.00%	2.85%
	2022	0.18%	0.36%	0.18%	0.00%	0.36%	0.00%	0.73%	0.00%	0.36%	0.18%	0.18%	0.00%	2.99%
	2023	0.18%	0.18%	0.54%	0.00%	0.00%	0.73%	0.36%	0.00%	0.36%	0.00%	0.00%	0.00%	2.11%

Human Resources – Turnover Report

Termination Date	Employee	Position	Primary Termination Reason
10/4/2023	Steven Becker	Project Manager 2	Resigned - Personal Reasons
10/14/2023	Margaret Klein	Library Assistant 1	Other Employment
10/27/2023	Mary Napoli	Administrator Radiological Emergency Preparedness	Resigned - Relocation



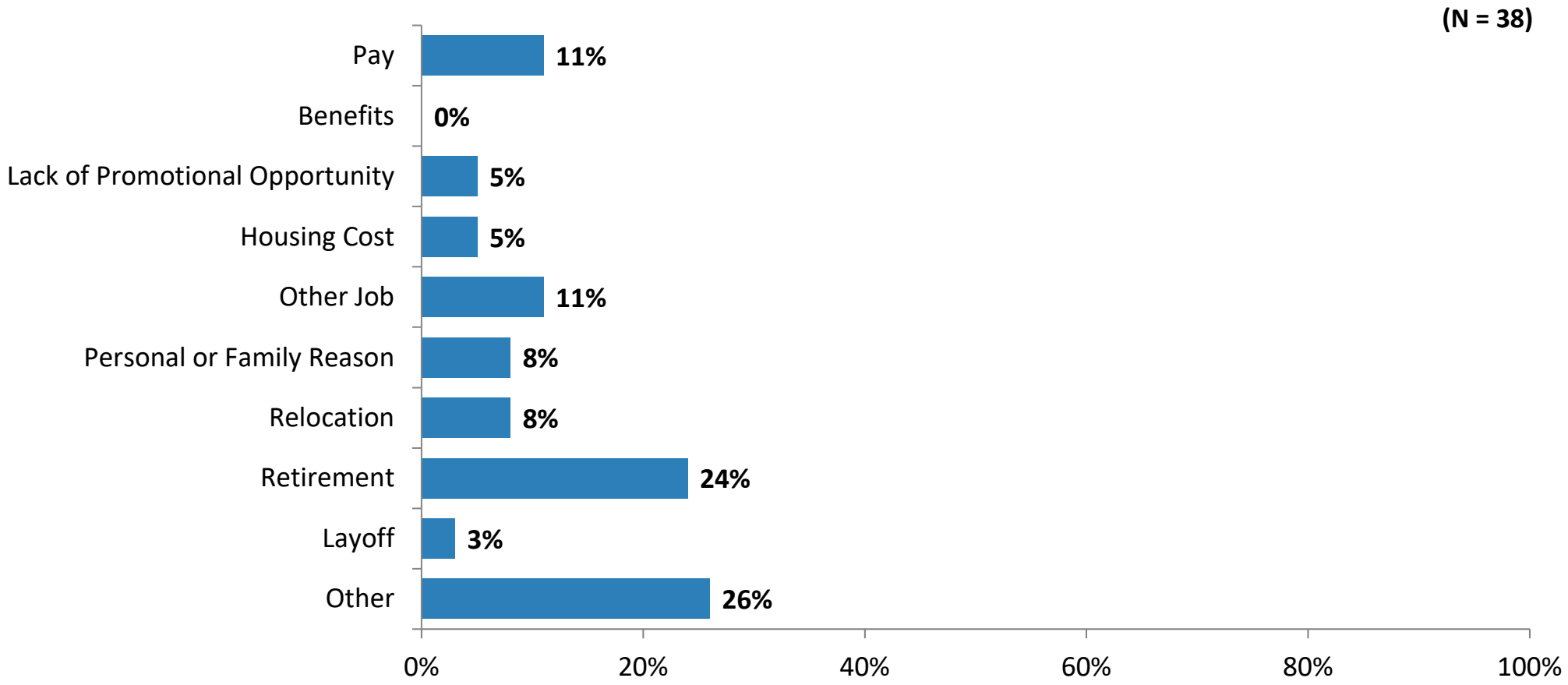
Monroe County BOCC Exit Interview Survey 1/1/21 – 10/18/23

Results and Analysis

sogolytics

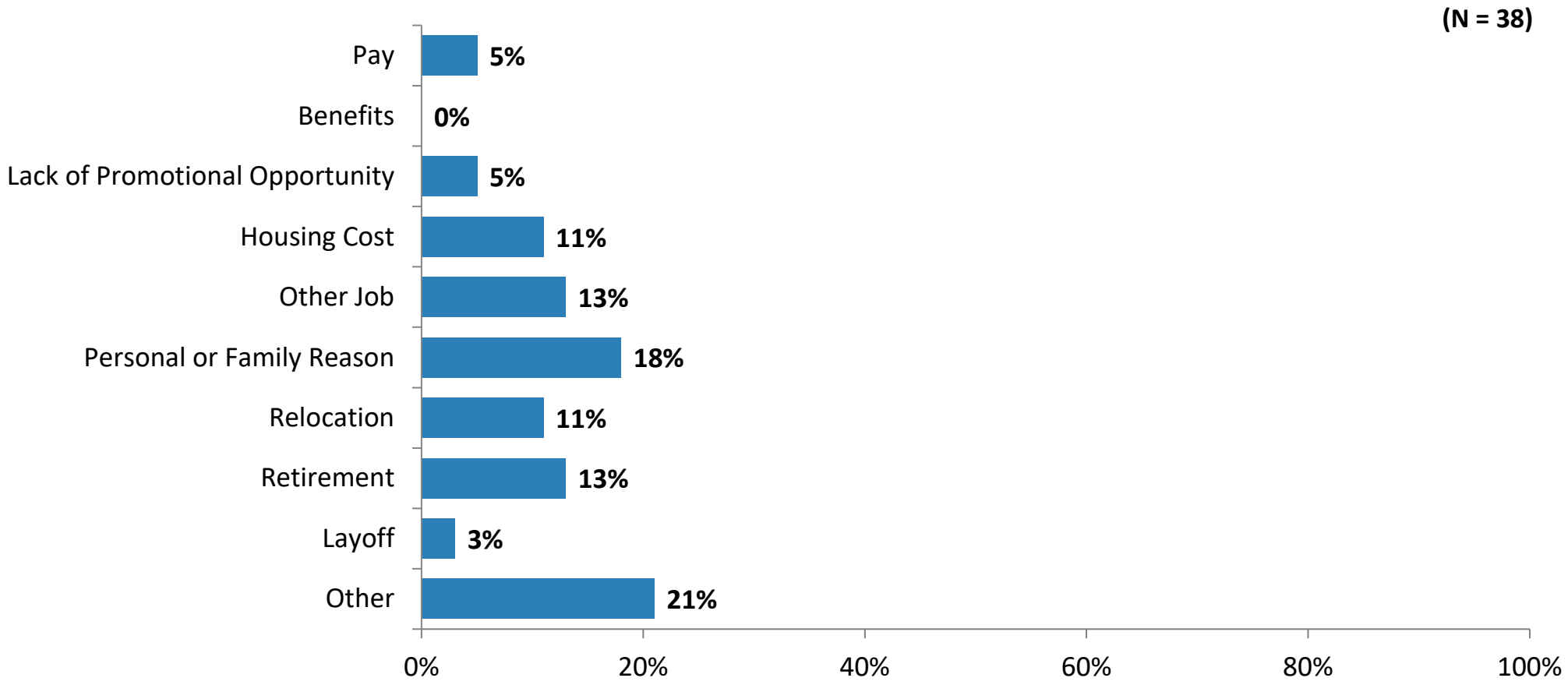
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What is the primary reason you are leaving employment with Monroe County?



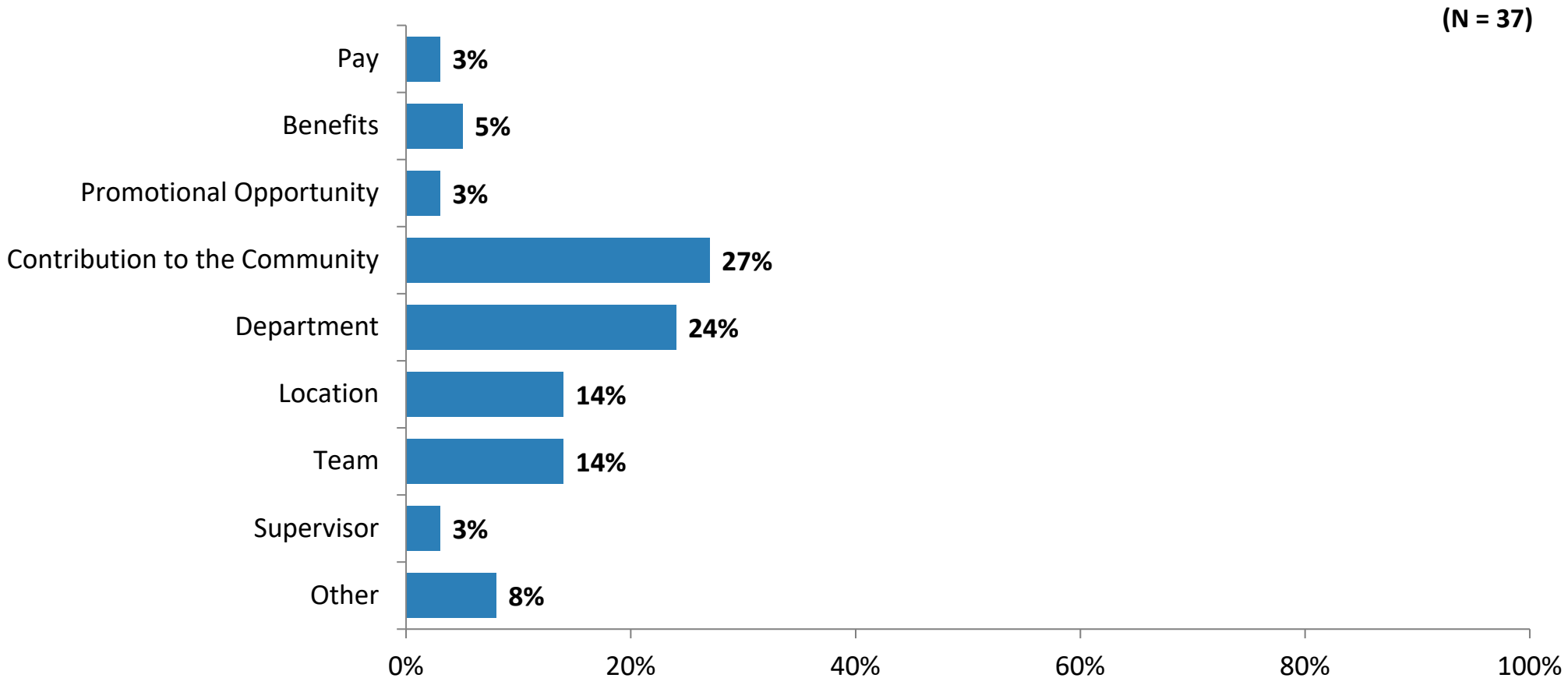
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What is the secondary reason you are leaving employment with Monroe County?



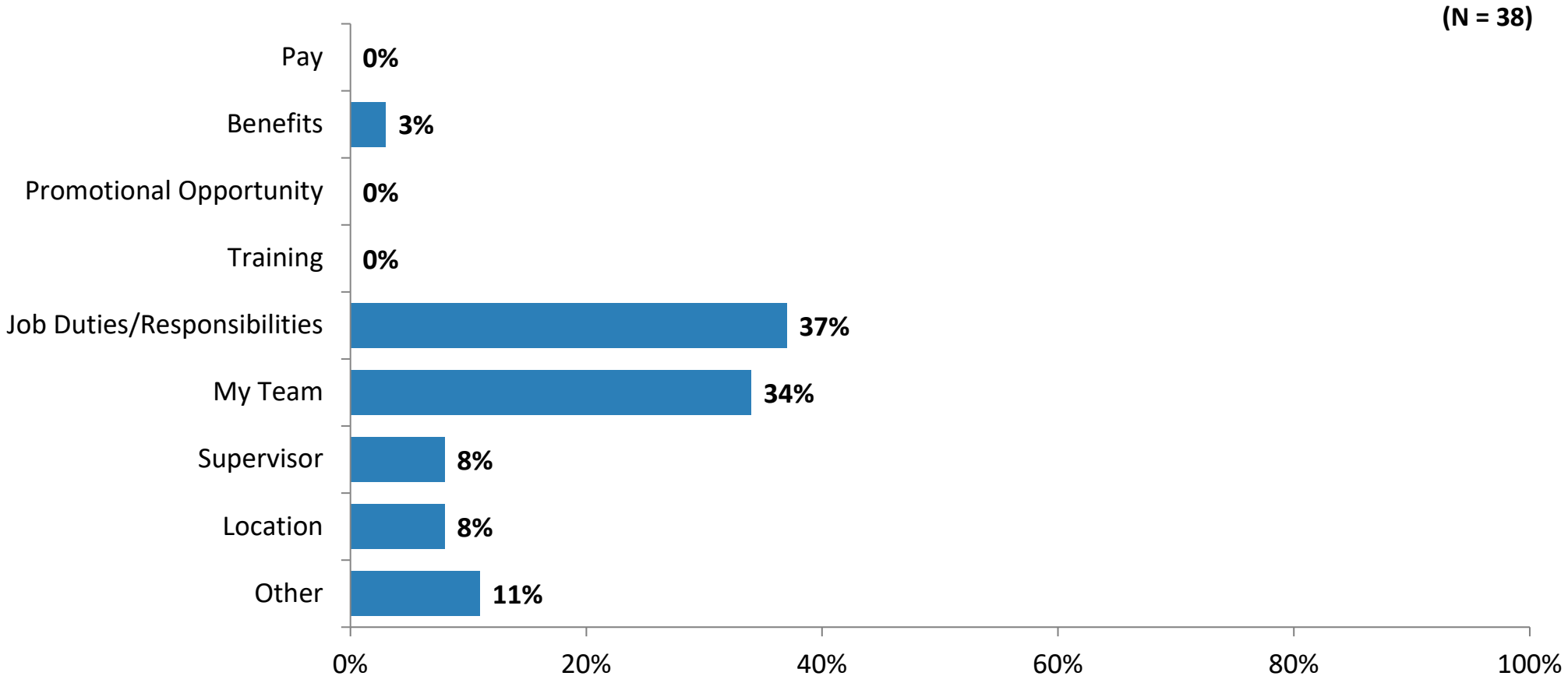
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What did you like most about working for Monroe County overall?



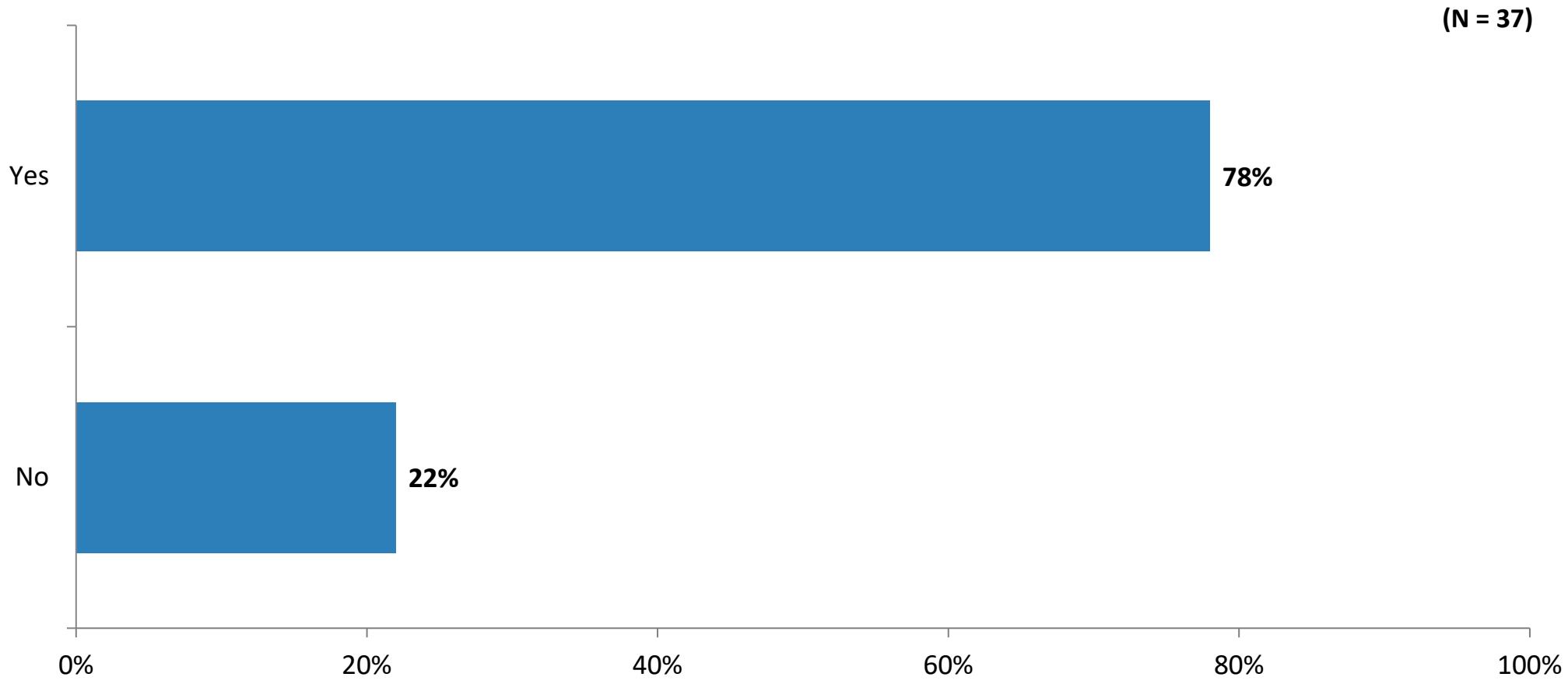
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What did you like most about working for your department?



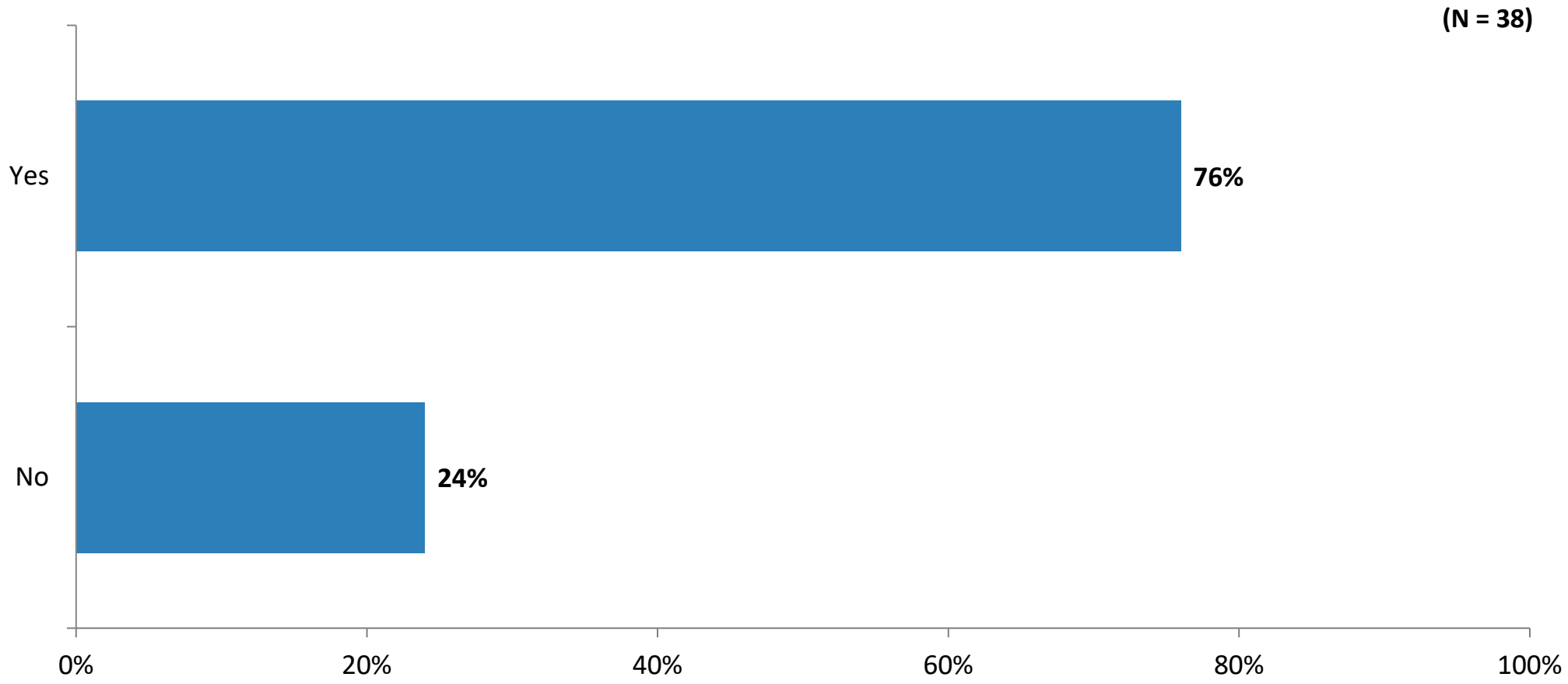
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Did you feel you received adequate training to succeed in your position?



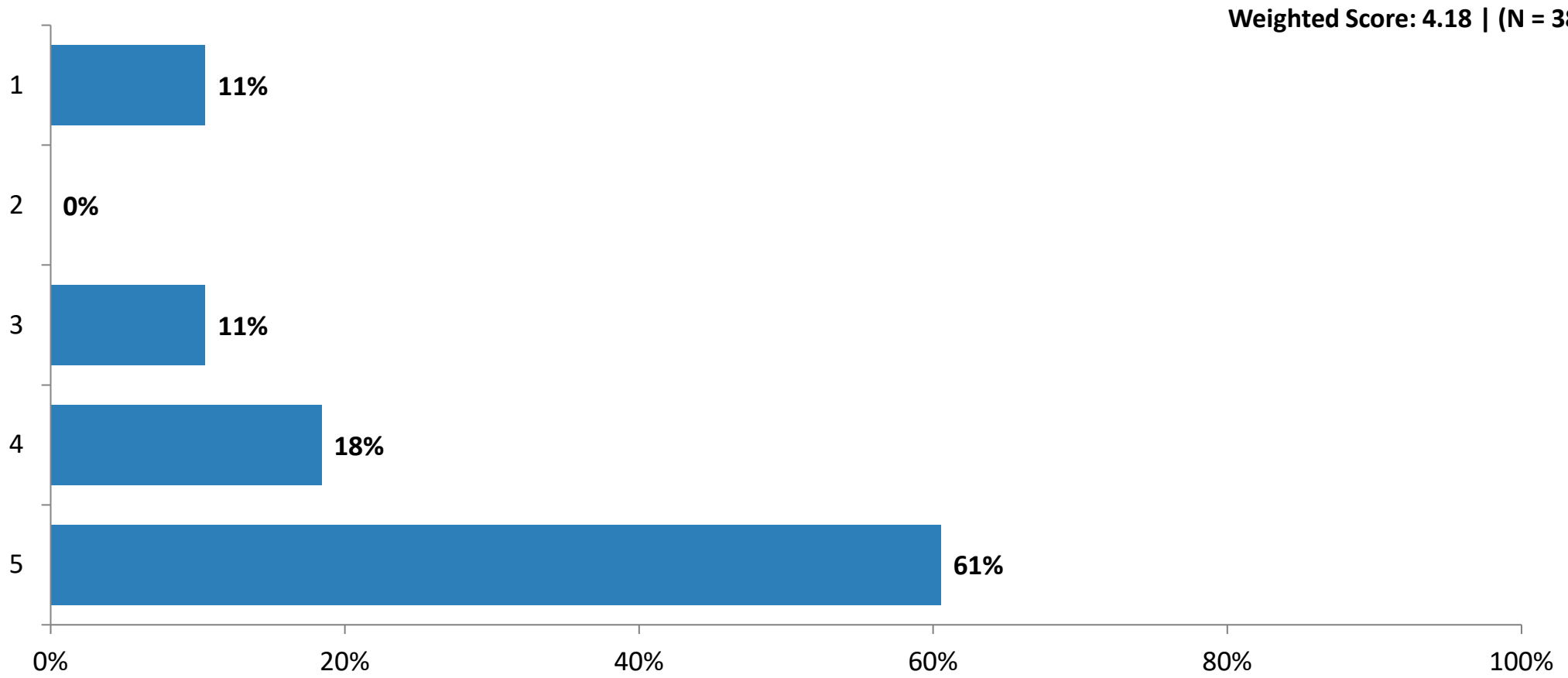
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Did you feel you had the tools and equipment needed to succeed at your job?



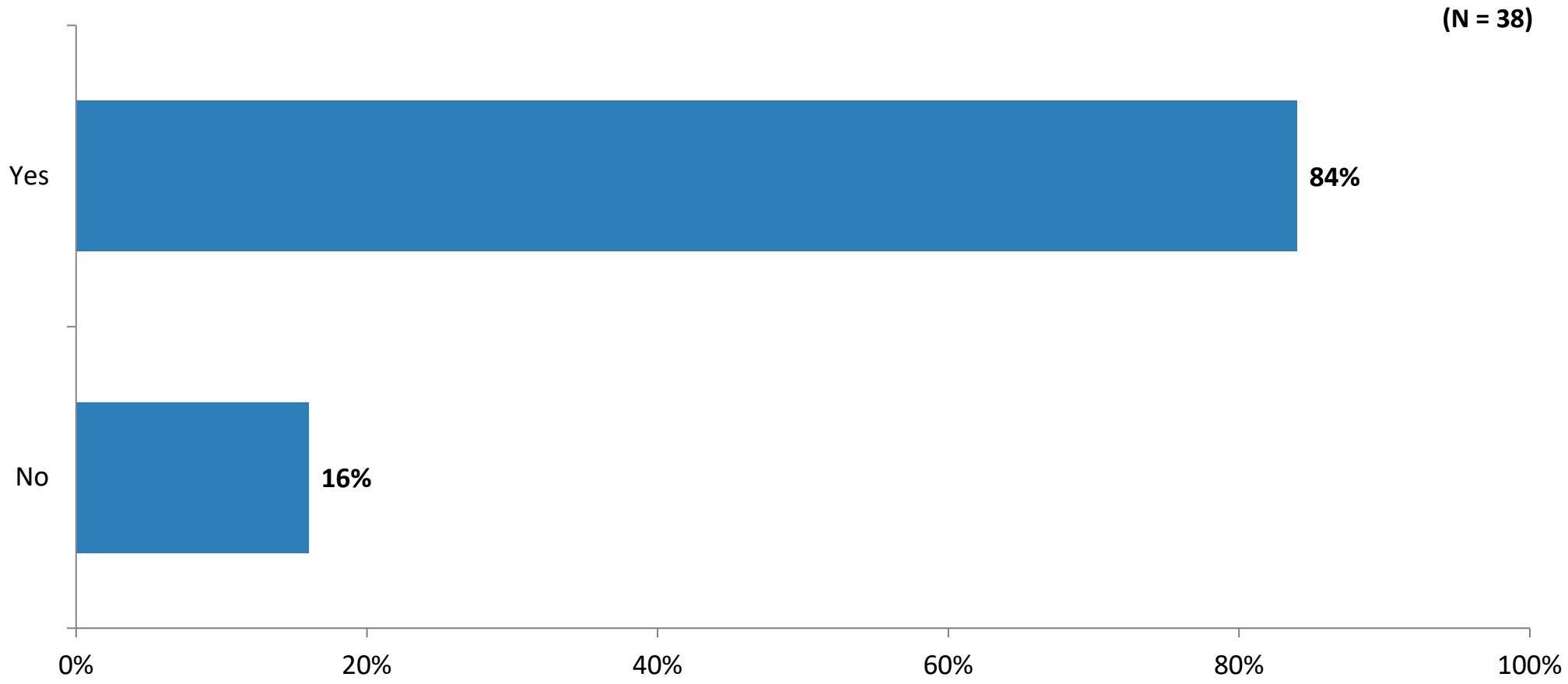
sogolytics 1776
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How would you rate your working relationship with your supervisor? (5 = Best)



sogolytics 1777
© 2023

Would you recommend Monroe County to others as a place to work?



sogolytics 1778
© 2023

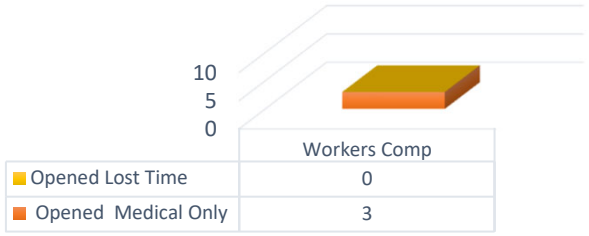
Safety and Security Office

The Safety and Security Office is in the design stage for the next three County facilities to have Access Control and Video Management Systems installed.

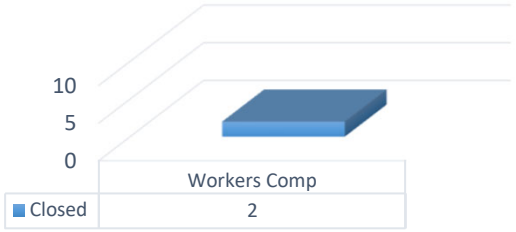
Relation

Monthly Performance Monitor
Client Name: Monroe County Board of County Commissioners
As of 10/19/23

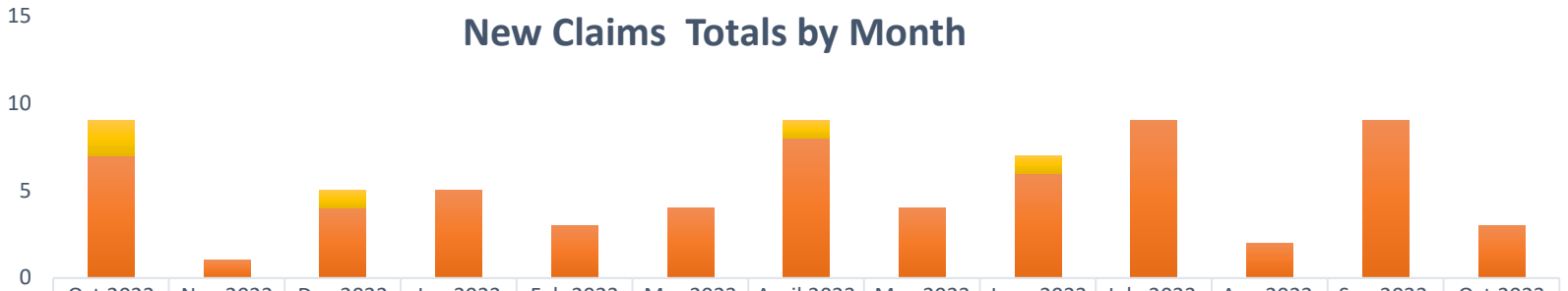
Oct 2023 - Claims Opened



Oct 2023 - Claims Closed



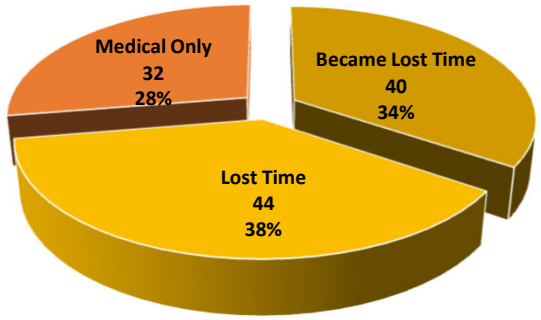
New Claims Totals by Month



	Oct.2022	Nov.2022	Dec.2022	Jan.2023	Feb.2023	Mar.2023	April.2023	May.2023	June.2023	July.2023	Aug.2023	Sep.2023	Oct.2023
WC Lost Time	2		1				1		1				
WC Med Only	7	1	4	5	3	4	8	4	6	9	2	9	3

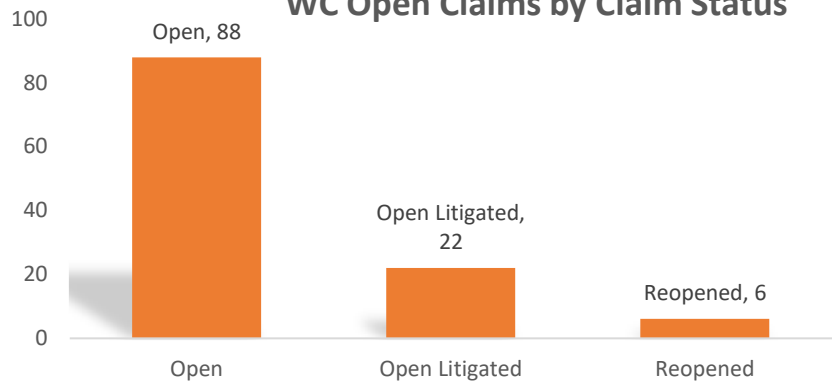
Current Open Claims Distribution

Total Open Claims by Claim Type



Total Open Claims : 116

WC Open Claims by Claim Status



1780

Q2

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: Q2
2023-1751

BULK ITEM: No

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lindsey Ballard

AGENDA ITEM WORDING: Discussion about changing the BOCC Meeting dates for January, February and September of 2024 due to recent changes in the dates for Florida Keys Day and the FAC Policy Conference.

ITEM BACKGROUND:
The Board initially discussed and voted on the 2024 BOCC Meeting dates at the October 18, 2023 Meeting. After the meeting, scheduling conflicts arose regarding the January and September the meeting dates.

January: The Board voted to hold the January BOCC meeting on Wednesday the 24th. We were informed by Rep. Mooney's office that Florida Keys Day will be held on Thursday, January 25th. **Staff is proposing to hold the BOCC meeting on Wednesday, January 31, 2024** to accommodate FAC Legislative Day (1/17) and Florida Keys Day (1/25).

February: The Board voted to hold the February BOCC meeting on Thursday, February 15th to avoid a conflict with Florida Keys Day which had been tentatively set for February 22nd but is now set for January 25, 2024. **Staff is proposing to hold the BOCC meeting on Wednesday, February, 21, 2024**, the traditional third Wednesday of the month. This move will provide more time between meetings as well as more time to prepare the agenda and allow everyone to prepare for the February meeting.

September: The Board voted to hold the September BOCC meeting on Wednesday, September 18th to avoid a conflict with the Florida Association of Counties Innovation and Policy Conference which had been tentatively scheduled for Wednesday September 11th and Thursday September 12th. FAC recently informed staff that the Innovation and Policy Conference will now be held on September 18th and 19th due to scheduling issues with the hotel. As a result of that change, **staff is proposing to hold the BOCC meeting on Wednesday, September 11th.**

PREVIOUS RELEVANT BOCC ACTION:

October 18, 2023 BOCC meeting.

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Rescheduled the January, February, and September meetings as follows:

January 31, 2024

February 21, 2024

September 11, 2024

DOCUMENTATION:

FINANCIAL IMPACT:
n/a

Q3

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: Q3
2023-1726

BULK ITEM: Yes

DEPARTMENT: Legislative Affairs

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lisa Tennyson

AGENDA ITEM WORDING:

Approval of annual agreement with Anfield Consulting, Inc. (Frank Bernardino) for continuing lobbying services on behalf of Monroe County in the legislative and executive branches of State government effective December 1, 2023.

ITEM BACKGROUND:

Anfield Consulting brings specialized knowledge and expertise to the County's state legislative lobbying team, specifically in the State's water management, land acquisition, and environmental programs, and the funding streams related to those programs. Anfield Consulting leads the team's efforts to secure Stewardship Act funding and the continuing efforts to secure legislative support for inclusion of Stewardship Act into the State's Land Acquisition Trust Fund. There is no change to contract or compensation terms.

PREVIOUS RELEVANT BOCC ACTION:

- November 2022: BOCC approval of Agreement with Anfield Consulting for 2023
- November 2021: BOCC approval of Agreement with Anfield Consulting for 2022
- November 2020: BOCC approval of Agreement with Anfield Consulting for 2021
- December 2109: BOCC approval of Agreement with Anfield Consulting for 2020
- December 2018: BOCC approval of Agreement with Anfield Consulting for 2019
- December 2017: BOCC approval of Agreement with Anfield Consulting for 2018
- December 2016: BOCC approval of Agreement with Anfield Consulting for 2017
- September 2015: BOCC approval of Agreement with Anfield Consulting for 2016
- October 2014: BOCC approval of Agreement with Anfield Consulting for 2015

CONTRACT/AGREEMENT CHANGES:

No changes from previous agreement.

STAFF RECOMMENDATION: Staff recommends approval.

DOCUMENTATION:

2024 Anfield Lobbying Agreement[63].pdf
2023-24_Monroe_County_Insurance_Docs.pdf

FINANCIAL IMPACT:

TOTAL COST: $60,000 **INDIRECT COST:** ____

BUDGETED: Yes _X_ No ___

Differential OF LOCAL PREFERENCE: N/A_____

COST TO COUNTY: $60,000 _____ **SOURCE OF FUNDS:**_____

REVENUE PRODUCING: Yes ___ No __X____ **AMOUNT PER MONTH**____ **Year** ____ __

AGREEMENT FOR
LOBBYING SERVICES
Between
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
And
ANFIELD CONSULTING, INC.

This Agreement ("Agreement") made and entered into this 8th day of November, 2023, by and between Monroe County, a political subdivision of the State of Florida, and whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"), and

Anfield Consulting, Inc., a corporation of the State of Florida, and whose address is 201 West Park Avenue, Tallahassee, Fl. 32301, its successors and assigns, hereinafter referred to as "LOBBYIST", and

WHEREAS, COUNTY desires to employ the professional services of LOBBYIST for state legislative lobbying services to advance the County's legislative priorities and issues including but not limited to land acquisition, water quality, Stewardship Act appropriations, other appropriations, wind and flood insurance, environmental, growth management/planning/building, marine resources, human services, affordable housing, jails, juvenile justice, finance and taxation, emergency management, public safety, tourism, telecommunications, Florida Retirement System, courts/clerks, mental health and substance abuse, sustainability, solid waste, local government preemption, unfunded mandates, revenue sharing, protection of County revenue, and other issue areas and services as assigned by the County Administrator and agreed to by the LOBBYIST; and

WHEREAS, LOBBYIST have agreed to provide the professional services as LOBBYISTS for representation as described in this agreement; and

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

1. **TERM OF AGREEMENT.** This agreement shall be effective upon approval and the agreement shall continue for a period of 1 year, beginning December 1, 2023. The County shall have the option to renew the agreement after the original terms, subject to performance by the LOBBYIST and the availability of County funds.

2. **COMPENSATION.** The County, in consideration of the LOBBYIST satisfactorily performing services, shall pay the LOBBYIST a total of $60,000 (Sixty Thousand Dollars), plus any additional costs associated with travel as requested and approved by the County, on invoices submitted by LOBBYIST to the County Administrator's office on a monthly basis. Invoices must provide sufficient detail and documentation to support work accomplished and any additional costs for which LOBBYIST is seeking reimbursement,

including but not limited to the exact dates of travel, mileage, costs, receipts and description of work completed under this Contract. Total Contract shall not exceed $60,000 (Sixty Thousand Dollars) plus the cost of approved travel expenses. Travel expenses may be paid if approved by the County Administrator as long as adequate documentation is provided by LOBBYIST. Travel expenses are regulated by the Monroe County Code Sec. 2-106 *et. seq.*

3. **SCOPE OF SERVICES.**

3.1 Provide a full range of professional lobbying services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the state of Florida with respect to all of COUNTY's legislative and regulatory interests; matters contained within COUNTY's state legislative program; assigned executive branch projects; and other issues or projects of the COUNTY as assigned by the Contract Administrator and Director of Legislative Affairs.

3.2 Effectively communicate COUNTY's state legislative program and issues to members of Legislature, Governor and Cabinet, and executive departments, agencies, offices, commissions and other governmental units of the state of Florida.

3.3 Upon request, arrange meetings for County Commissioners, County officials, and staff with members and officials of the Legislative and Executive Branch of state government and other entities as necessary, including members of the Legislature in leadership positions, key legislative committee members and staff, and executive branch leaders and key officials within the Governor's Office, Cabinet, and state agencies.

3.4 Be available on a 24-hour basis during any Regular Session, extended session, or special session, committee week, and at other times as requested, to: assist in writing, interpreting, and monitoring legislation, agency rules and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; obtaining documentation and research materials; and securing sponsors for bills, amendments, resolutions, proviso language and other legislation, as necessary to accomplish COUNTY's legislative and executive branch goals.

3.5 Identify and discuss with COUNTY any areas of potential concern or opportunity for obtaining passage of COUNTY's legislative priorities, other issues in the state legislative program, and executive branch issues or projects assigned to the firm.

3.6 Attend weekly team strategy meetings, legislative committee meetings, briefings, and hearings, during session and interim committee weeks, and report on all matters assigned; and participate in meetings, conference calls, and provide verbal or written reports to COUNTY at other times, as directed by the Director of Legislative Affairs.

3.7 Consult with County Commissioners, County Administrator, Director of Legislative Affairs, County Attorney, and such other persons designated by the Contract Administrator regarding any legislative or executive matter which may impact the COUNTY, and take any necessary action, as determined by the County Administrator and Director of Legislative Affairs.

3.8 Prepare and submit written reports, as may be required by the Director of Legislative Affairs, regarding the status of assigned issues and projects, progress made to achieve such matters, an end-of-session report upon the conclusion of any regular or special

session and a written report on each monthly invoice provided by the LOBBYIST during the period covered by the invoice.

4. **REPRESENTATIONS AND WARRANTIES.** By executing this Agreement, LOBBYIST makes the following express representations and warranties to the COUNTY:
4.1: The LOBBYIST is professionally qualified to act as the LOBBYIST for the Scope of services and is licensed to provide the designated services by all public entities having jurisdiction over the LOBBYIST and the Scope of services;
4.2: The LOBBYIST shall maintain all necessary licenses, permits or other authorizations necessary to act as LOBBYIST until the LOBBYIST'S duties hereunder have been fully satisfied;
4.3: The LOBBYIST has become familiar Monroe County's legislative issues and priorities.
4.4: The LOBBYIST shall prepare all documents, if required, by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in the subsequent implementation phases and shall be in conformity and comply with all applicable law, codes and regulations. All Documents shall be reviewed by the County Attorney, or his designee, prior to being approved by the BOCC. The LOBBYIST warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to accomplish the scope of services, therefore, eliminating any additional cost due to missing or incorrect information.
4.5: The LOBBYIST assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.
4.6: The LOBBYIST'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the scope of services.
4.7**:** LOBBYIST is an independent contractor under this Agreement. Services provided by LOBBYIST, or subcontractor(s), shall be subject to the supervision of Capital City Consulting. In providing the services, LOBBYIST and its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the COUNTY, nor shall they accrue any of the rights or benefits of a COUNTY employee.
4.8: The LOBBYIST shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the LOBBYIST or its subcontractors, or both.

5. **COUNTY'S RESPONSIBILITIES.** COUNTY shall provide information in its possession upon request from LOBBYIST as needed for the Project including objectives, schedule, constraints and criteria. COUNTY shall designate a representative to act on the COUNTY'S behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to documents submitted by the LOBBYIST in order to avoid unreasonable delay in the orderly and sequential progress of the LOBBYIST'S services. Prompt written notice shall be given by COUNTY through its representative to LOBBYISTS if COUNTY becomes aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Any information that may be of assistance to the LOBBYIST to which the COUNTY has immediate access will be provided as requested.

6. **WRITTEN NOTICE.** Any notices under this Agreement sent by the parties shall be deemed to have been duly served if delivered in person to the individuals and addresses listed below, or if delivered or sent by first class mail, certified, return receipt, or by courier with proof of delivery.

6.1: All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the LOBBYIST. The correspondence shall be directed to:

Roman Gastesi, County Administrator,
and Lisa Tennyson, Director of Legislative Affairs
1100 Simonton Street
Key West, Florida 33040

With a copy to:

Bob Shillinger, County Attorney
1111 12th Street, Suite 408
Key West, FL 33040

6.2: Notice to the LOBBYIST shall be delivered to:
Frank Bernardino, Capital City Consulting
201 West Park
Tallahassee, Florida, 32301

7. **CONFLICT OF INTEREST.** LOBBYIST agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. LOBBYIST further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

7.1 No LOBBYIST under contract with the county shall engage in any employment or contractual relationship with any entity, which employment or contractual relationship would or could be adverse to the COUNTY or which would or could interfere with the LOBBYIST's work on behalf of the COUNTY. Such relationship includes, but is not limited to, representing a client whose interest is currently in opposition to the interest of the COUNTY; serving as a consulting or testifying as an expert witness in litigation against the county; representing persons or entities before any board or agency of the county; or any other contractual relationship of whatever kind or nature in which the consultant uses his professional expertise or provides professional services in such a manner that a different person or entity benefits at the expense of the COUNTY in a given transaction between other person or entity in the county.

A position in opposition to a County position may take the form of an adverse policy position or fiscal impact on the County, either direct or indirect. A position in opposition to a County position is not limited to a position that conflicts with an express provision of

the legislative package adopted by the Board of County Commissioners. It may also arise in other areas. Not every County interest can be anticipated or enumerated in the County's legislative package, and issues arise and change over the course of the legislative process. It is incumbent on the LOBBYISTY to remain mindful of the County policy and fiscal interests and positions vis-à-vis other clients.

7.3 If actual or perceived conflict arises, the LOBBYIST must advise the County Administrator immediately in writing, provide sufficient information concerning the conflict, and seek a waiver of the conflict. The County Administrator shall report the conflict to the Board of County Commissioners.

Once a conflict waiver request has been received by the County, the County Administrator, in consultation with the County Attorney may take any action regarding the waiver request, including by not limited to the following: 1) allow a waiver and allow the LOBBYIST to continue to represent both the County and the other party; 2) disallow a waiver and require the LOBBYIST to choose between representing the County or the other party, or to discontinue representing the other party; 3) allow a limited waiver and require the LOBBYIST to continue to represent both the County and the other party under whatever limitations or restrictions the County Administrator, in consultation with the County Attorney, determines to be appropriate. Any such actions by the County Administrator shall only be effective until the Board of County Commissioners has considered the conflict action.

The Board of County Commissioners may take any action necessary, such as termination or waiver or partial waiver, to address the conflict of interest disclosed by the LOBBYIST. **Waiver of any conflict of interest or termination of this Agreement is expressly reserved to the Board.**

8. **INSURANCE**. The LOBBYIST shall provide proof of insurance showing that County is an additional insured on all policies except workers' compensation and shall maintain the required insurance at all times that this Agreement is in effect. In the event the completion of the scope of services (to include the work of others) is delayed or suspended as a result of the LOBBYIST'S failure to purchase or maintain the required insurance, the LOBBYIST shall indemnify the COUNTY from any and all increased expenses resulting from such delay.

8.1: The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days' notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

8.2: LOBBYIST shall obtain and maintain the following policies:

A. Workers' Compensation insurance as required by the State of Florida.

B. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with One Hundred Thousand Dollars ($100,000) combined single limit. If split limits are provided, the minimum limits acceptable shall be: Fifty Thousand Dollars ($50,000) per person, One Hundred Thousand Dollars ($100,000) per occurrence, and Twenty Five Thousand Dollars ($25,000) property damage.

C. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the LOBBYIST or any of its employees, or agents , including Premises and/or Operations, Products and Completed operations, personal injury liability, and expanded definition of property damage. The minimum limits acceptable shall be: Three Hundred Thousand Dollars ($300,000) Combined Single Limit (CSL). If split limits are provided, the minimum limits acceptable shall be: One Hundred Thousand Dollars ($100,000) per person, Three Hundred Thousand Dollars ($300,000) per occurrence, and Fifty Thousand Dollars ($50,000) property damage. An occurrence Form Policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

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

9. <u>HOLD HARMLESS.</u> The LOBBYISTS covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by LOBBYISTS or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the LOBBYISTS or its Subcontractors in any tier, their employees, or agents.

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

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

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

11. **OWNERSHIP OF THE PROJECT DOCUMENTS**. The documents, if any, prepared by the LOBBYIST for this Project belong to the COUNTY, and may not be reproduced and copied without acknowledgement and permission of the COUNTY.

12. **SUCCESSORS AND ASSIGNS.** The LOBBYIST shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the COUNTY. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

13. **NO THIRD PARTY BENEFICIARIES**. Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

14. **CONTRACT DOCUMENTS**. This contract consists of the Agreement and its attachment. In the event of any conflict between any of the contract documents, the one imposing the greater burden on the LOBBYIST will control.

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

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

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

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

16. **MAINTENANCE OF RECORDS.** LOBBYIST shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this

Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or County Clerk determines that monies paid to LOBBYIST pursuant to this Agreement were spent for purposes not authorized by this Agreement, the LOBBYIST shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

17. **GOVERNING LAW, VENUE, INTERPRETATION, MEDIATION, WAIVER OF JURY TRIAL.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and LOBBYIST agree that venue shall lie in Monroe County, Florida, in the appropriate court or before the appropriate administrative body. The Parties waive their rights to a trial by jury. The COUNTY and LOBBYIST agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of the parties, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

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

19. **ATTORNEY'S FEES AND COSTS**. The COUNTY and LOBBYIST agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party, and shall include attorney's fees, and courts costs, in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement, prior to or following initiation of any cause of action or administrative proceeding, shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

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

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

22. **CLAIMS FOR FEDERAL OR STATE AID**. LOBBYIST and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. **ADJUDICATION OF DISPUTES OR DISAGREEMENTS.** COUNTY and LOBBYIST agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. COUNTY and LOBBYIST specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

24. **COOPERATION.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and LOBBYIST agree to participate in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement.

25. **NONDISCRIMINATION.** LOBBYIST and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. LOBBYIST and COUNTY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s.3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time,

relating to nondiscrimination on the basis of disability; 10) Monroe County Code, Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties hereto, or the subject matter of, this Agreement.

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

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

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

28. PUBLIC ACCESS. The LOBBYIST and COUNTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOBBYIST and COUNTY in connection with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by LOBBYIST.

Public Records Compliance. LOBBYIST must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and LOBBYIST shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and LOBBYIST in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the LOBBYIST. Failure

of the LOBBYIST to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The LOBBYIST is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the LOBBYIST is required to:

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

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

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

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

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

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

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

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

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

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

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

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

to, or superior to the community in general or for the purposes contemplated in this Agreement.

33. **COUNTY FORMS.** By signing this Agreement, LOBBYIST has sworn or affirmed to the following requirements as set forth in the Public Entity Crime Statement, Ethics Statement, Drug-Free Workplace Statement and Vendor Certification Regarding Scrutinized Companies List as set forth in more detail in this Agreement.

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

35. **ASSIGNMENT/SUBCONTRACT.** LOBBYIST shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary.

36. **INDEPENDENT CONTRACTOR.** At all times and for all purposes under this agreement the LOBBYISTS are independent contractors and not employees of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the LOBBYISTS or any of their employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

37. **TERMINATION**

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

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party thirty (30) days written notice of its intention to do so.

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

38. **DRUG-FREE WORKPLACE.** LOBBYIST in accordance with Florida Statute 287.087 hereby certifies that LOBBYIST shall:

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

The person authorized to sign the Agreement certifies that LOBBYIST complies fully with the above requirements.

39. **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

LOBBYIST agrees and certifies compliance with the following:
Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of LOBBYIST, I hereby certify that the company identified above as "LOBBYIST" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

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

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

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

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

(SEAL)

Attest: KEVIN MADOK , Clerk

By:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF
MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

Date:_____

ANFIELD CONSULTING, INC.

BY:_____
Authorized Signature

Print Name:_____

Title: _____

By:_____
Authorized Signature

Print Name: Albert Balido

Title: Managing Partner

Date:_____ Date:10/20/2023_____

END OF AGREEMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2023

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

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

PRODUCER	CONTACT NAME: Benny Cabrera	
Gil, Garden, Avetrani Insurance Group 10689 N. Kendall Drive Suite 208 Miami FL 33176	PHONE (A/C, No, Ext): (305) 630-4777	FAX (A/C, No): (305) 279-3022
	E-MAIL ADDRESS: bcabrera@ggaig.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Anfield Consulting Group Inc. 201 W PARK AVE SUITE 100 Tallahassee FL 32301	INSURER A : Charter Oak Fire Ins Co	25615
	INSURER B : Travelers Prop Cas Co of Ameri	25674
	INSURER C : RLI Insurance Company	13056
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2292719964 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		6605933X673COF22	02/18/2023	02/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired & Non-owned Auto	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY APPROVED BY RISK MANAGEMENT BY DATE 10/24/2023 WAIVER N/A___YES X WC AND AL						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 5,000			CUP6P953409	02/18/2023	02/18/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Professional Liability			RTP0027104	10/01/2023	10/01/2024	Each Claim Aggregate Deductible (per Claim)	$ 2,000,000 $ 2,000,000 $ 1,000

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

Monroe County Board of County Commissioners, a Political subdivision of the State of Florida, its Officers, Employees and Agents are listed as additional insureds with respect to all listed Policies.

CERTIFICATE HOLDER

Monroe County
1100 Simonton Street
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2022

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

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

PRODUCER	CONTACT NAME:	
Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	PHONE (A/C, No, Ext): (877) 266-6850	FAX (A/C, No):
	E-MAIL ADDRESS: pbscerts@paychex.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Zurich Insurance Company	40142
INSURED Paychex Business Solutions, LLC Alt. Emp: Anfield Consulting Group Inc 911 Panorama Trail South Rochester, NY 14625	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22FL0951019369 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 12-68-329-02	06/01/2022	06/01/2023	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2022	06/01/2023	**Client#** 20004488-FL	

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

Coverage is provided for only those co-employees of, but not subcontractors to:

Endorsements: Waiver of Subrogation

CERTIFICATE HOLDER

Monroe County
1100 Simonton Street
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mary P Storti

1802

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Anfield [CONSULTING]

October 17, 2022

Risk Administratoin
Monroe County Board of County Commissioners
1111 12th Street, Suite 408
Key West, FL 33040

To whom it may concern,

For your records, please be advised that Anfield Consulting Group, Inc. does not own any vehicles, and that the total number of corporate officers is less than five (5). Thank you.

Kind Regards,

Albert Balido
Managing Partner

Q4

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: Q4
2023-1746

BULK ITEM: Yes

DEPARTMENT: Legislative Affairs

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lisa Tennyson

AGENDA ITEM WORDING:

Approval of agreement with Brightwater Strategies Group (Noah Valenstein) to provide lobbying services on behalf of Monroe County to advance the Countys pursuit of recurring funding for the implementation of the Florida Keys Stewardship Act, resiliency funding and other issues as requested, effective December 1, 2023.

ITEM BACKGROUND:
Brightwater Strategies has significant expertise and experience specific to Monroe's legislative priorities and will bolster the County's efforts to achieve its goals of securing recurring funding for the Stewardship Act, resiliency funding and other funding and priorities as needed.

PREVIOUS RELEVANT BOCC ACTION:

November 2022: Approval of Agreement with Brightwater Strategies Group.

CONTRACT/AGREEMENT CHANGES:
No changes to the contract.

STAFF RECOMMENDATION: Staff recommends approval.

DOCUMENTATION:

2024 Brightwater Strategies Group Contract.pdf
2022 10 COI Brightwater Strategies Group signed exp 12 1 2023.pdf

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FINANCIAL IMPACT:

TOTAL COST: $48,000 ($4,000 per month x 12 months) **INDIRECT COST:**____

BUDGETED: Yes _X__No ___ **Differential OF LOCAL PREFERENCE: N/A**

COST TO COUNTY: 48,000 **SOURCE OF FUNDS:**_____

REVENUE PRODUCING: Yes ___ No __X_____ **AMOUNT PER MONTH**____ **Year** ____ _

AGREEMENT FOR
LOBBYING SERVICES
Between
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
And
BRIGHTWATER STRATEGIES GROUP

This Agreement ("Agreement") made and entered into this 8th day of November, 2023, by and between Monroe County, a political subdivision of the State of Florida, and whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"), and

Brightwater Strategies Group, a professional limited liability company of the State of Florida, and whose address is 708 N. Forest Drive, Tallahassee, Florida, 32303, its successors and assigns, hereinafter referred to as "LOBBYIST", and

WHEREAS, COUNTY desires to employ the professional services of LOBBYIST to advance the County's legislative pursuit of appropriation and recurring funding for the implementation of the Florida Keys Stewardship Act, resiliency funding, environmental issues, and other issue areas and services as assigned by the County Administrator and agreed to by the LOBBYIST; and

WHEREAS, LOBBYIST have agreed to provide the professional services as LOBBYISTS for representation as described in this agreement; and

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

1. **TERM OF AGREEMENT.** This agreement shall be effective upon approval and the agreement shall continue for a period of 1 year, beginning December 1, 2022. The County shall have the option to renew the agreement after the original terms, subject to performance by the LOBBYIST and the availability of County funds.

2. **COMPENSATION.** The County, in consideration of the LOBBYIST satisfactorily performing services, shall pay the LOBBYIST a total of $48,000 (Forty Eight Thousand Dollars), on invoices submitted by LOBBYIST to the County Administrator's office on a monthly basis. Invoices must provide sufficient detail to describe work completed under this Contract. Total Contract shall not exceed $48,000 (Forty Eight Thousand Dollars) plus the cost of approved travel expenses. Travel expenses may be paid if approved by the County Administrator, as long as adequate documentation is provided by LOBBYIST including but not limited to the exact dates of travel, mileage, costs. Travel expenses are regulated by the Monroe County Code Sec. 2-106 to 2-112.

3. **SCOPE OF SERVICES.**

3.1 Provide a full range of professional lobbying services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies (excluding Department of Environmental Protection), offices, commissions, and other governmental units of the state of Florida with respect to all of COUNTY's legislative and regulatory interests; matters contained within COUNTY's state legislative program, specifically securing appropriation and recurring funding for Florida Keys Stewardship Act, resilience funding, South Florida Water Management District funding; and other issues or projects of the COUNTY as assigned by the County Administrator and Director of Legislative Affairs.

3.2 Effectively communicate COUNTY's state legislative program and issues to members of Legislature, Governor and Cabinet, and executive departments, agencies, offices, commissions and other governmental units of the state of Florida, excluding Department of Environmental Protection.

3.3 Upon request, arrange meetings for County Commissioners, County officials, and staff with members and officials of the Legislative and Executive Branch of state government and other entities as necessary, including members of the Legislature in leadership positions, key legislative committee members and staff, and executive branch leaders and key officials within the Governor's Office, Cabinet, and state agencies, excluding Department of Environmental Protection.

3.3 Upon request, arrange meetings for County Commissioners, County officials, and staff with key officials and members of the Executive Branch of state government and other entities as Governor's Office, Cabinet, and state agencies re: County's legislative priorities, issues and advocacy needs.

3.4 Be available on a 24-hour basis during any Regular Session, extended session, or special session, committee week, and at other times as requested, as necessary.

3.5 Attend weekly team strategy meetings, legislative committee meetings, briefings, and hearings, during session and interim committee weeks, and report on assignment; and participate in meetings, conference calls, and provide verbal or written reports to COUNTY at other times, as directed by the Director of Legislative Affairs.

3.6 Consult with County Commissioners, County Administrator, Director of Legislative Affairs, County Attorney, and such other persons designated by the Contract Administrator and take any necessary action, as determined by the County Administrator and Director of Legislative Affairs.

3.7 Prepare and submit written reports, as may be required by the Director of Legislative Affairs, regarding the status of assignment, progress made to achieve such matters, an end-of-session report upon the conclusion of any regular or special session and a written report on each monthly invoice provided by the LOBBYIST during the period covered by the invoice.

4. **REPRESENTATIONS AND WARRANTIES.** By executing this Agreement, LOBBYIST makes the following express representations and warranties to the COUNTY:

4.1: The LOBBYIST is professionally qualified to act as the LOBBYIST for the Scope of services and is licensed to provide the designated services by all public entities having jurisdiction over the LOBBYIST and the Scope of services;

4.2: The LOBBYIST shall maintain all necessary licenses, permits or other authorizations necessary to act as LOBBYIST until the LOBBYIST'S duties hereunder have been fully satisfied;
4.3: The LOBBYIST has become familiar Monroe County's legislative issues and priorities.
4.4: The LOBBYIST shall prepare all documents, if required, by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in the subsequent implementation phases and shall be in conformity and comply with all applicable law, codes and regulations. All Documents shall be reviewed by the County Attorney, or his designee, prior to being approved by the BOCC. The LOBBYIST warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to accomplish the scope of services, therefore, eliminating any additional cost due to missing or incorrect information.
4.5: The LOBBYIST assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.
4.6: The LOBBYIST'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the scope of services.
4.7**:** LOBBYIST is an independent contractor under this Agreement. Services provided by LOBBYIST, or subcontractor(s), shall be subject to the supervision of Capital City Consulting. In providing the services, LOBBYIST and its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the COUNTY, nor shall they accrue any of the rights or benefits of a COUNTY employee.
4.8: The LOBBYIST shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the LOBBYIST or its subcontractors, or both.

5. **COUNTY'S RESPONSIBILITIES.** COUNTY shall provide information in its possession upon request from LOBBYIST as needed for the Project including objectives, schedule, constraints and criteria. COUNTY shall designate a representative to act on the COUNTY'S behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to documents submitted by the LOBBYIST in order to avoid unreasonable delay in the orderly and sequential progress of the LOBBYIST'S services. Prompt written notice shall be given by COUNTY through its representative to LOBBYISTS if COUNTY becomes aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Any information that may be of assistance to the LOBBYIST to which the COUNTY has immediate access will be provided as requested.

6. **WRITTEN NOTICE.** Any notices under this Agreement sent by the parties shall be deemed to have been duly served if delivered in person to the individuals and addresses listed below, or if delivered or sent by first class mail, certified, return receipt, or by courier with proof of delivery.

   6.1: All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the LOBBYIST. The correspondence shall be directed to:

Roman Gastesi, County Administrator,
and Lisa Tennyson, Director of Legislative Affairs
1100 Simonton Street
Key West, Florida 33040

With a copy to:

Bob Shillinger, County Attorney
1111 12th Street, Suite 408
Key West, FL 33040

6.2: Notice to the LOBBYIST shall be delivered to:
Noah Valenstein, Brightwater Strategies
708 N. Forest Drive
Tallahassee, Florida, 32303

7. **CONFLICT OF INTEREST.** LOBBYIST agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. LOBBYIST further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

7.1 No LOBBYIST under contract with the county shall engage in any employment or contractual relationship with any entity, which employment or contractual relationship would or could be adverse to the COUNTY or which would or could interfere with the LOBBYIST's work on behalf of the COUNTY. Such relationship includes, but is not limited to, representing a client whose interest is currently in opposition to the interest of the COUNTY; serving as a consulting or testifying as an expert witness in litigation against the county; representing persons or entities before any board or agency of the county; or any other contractual relationship of whatever kind or nature in which the consultant uses his professional expertise or provides professional services in such a manner that a different person or entity benefits at the expense of the COUNTY in a given transaction between other person or entity in the county.

A position in opposition to a County position may take the form of an adverse policy position or fiscal impact on the County, either direct or indirect. A position in opposition to a County position is not limited to a position that conflicts with an express provision of the legislative package adopted by the Board of County Commissioners. It may also arise in other areas. Not every County interest can be anticipated or enumerated in the County's legislative package, and issues arise and change over the course of the legislative process. It is incumbent on the LOBBYIST to remain mindful of the County policy and fiscal interests and positions vis-à-vis other clients.

7.3 If actual or perceived conflict arises, the LOBBYIST must advise the County Administrator immediately in writing, provide sufficient information concerning the

conflict, and seek a waiver of the conflict. The County Administrator shall report the conflict to the Board of County Commissioners.

Once a conflict waiver request has been received by the County, the County Administrator, in consultation with the County Attorney may take any action regarding the waiver request, including by not limited to the following: 1) allow a waiver and allow the LOBBYIST to continue to represent both the County and the other party; 2) disallow a waiver and require the LOBBYIST to choose between representing the County or the other party, or to discontinue representing the other party; 3) allow a limited waiver and require the LOBBYIST to continue to represent both the County and the other party under whatever limitations or restrictions the County Administrator, in consultation with the County Attorney, determines to be appropriate. Any such actions by the County Administrator shall only be effective until the Board of County Commissioners has considered the conflict action.

The Board of County Commissioners may take any action necessary, such as termination or waiver or partial waiver, to address the conflict of interest disclosed by the LOBBYIST. **Waiver of any conflict of interest or termination of this Agreement is expressly reserved to the Board.**

8. **INSURANCE**. The LOBBYIST shall provide proof of insurance showing that County is an additional insured on all policies except workers' compensation and shall maintain the required insurance at all times that this Agreement is in effect. In the event the completion of the scope of services (to include the work of others) is delayed or suspended as a result of the LOBBYIST'S failure to purchase or maintain the required insurance, the LOBBYIST shall indemnify the COUNTY from any and all increased expenses resulting from such delay.

8.1: The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days' notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

8.2: LOBBYIST shall obtain and maintain the following policies:

A. Workers' Compensation insurance as required by the State of Florida.
B. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with One Hundred Thousand Dollars ($100,000) combined single limit. If split limits are provided, the minimum limits acceptable shall be: Fifty Thousand Dollars ($50,000) per person, One Hundred Thousand Dollars ($100,000) per occurrence, and Twenty Five Thousand Dollars ($25,000) property damage.

C. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the LOBBYIST or any of its employees, or agents , including Premises and/or Operations, Products and Completed operations, personal injury liability, and expanded definition of property damage. The minimum limits acceptable shall be: Three Hundred Thousand Dollars ($300,000) Combined Single Limit (CSL). If split limits are provided, the minimum limits acceptable shall be: One Hundred Thousand Dollars ($100,000) per person, Three Hundred Thousand Dollars ($300,000) per occurrence, and Fifty Thousand Dollars ($50,000) property damage. An occurrence Form Policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

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

9. **HOLD HARMLESS.** The LOBBYISTS covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by LOBBYISTS or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the LOBBYISTS or its Subcontractors in any tier, their employees, or agents.

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

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

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

11. **OWNERSHIP OF THE PROJECT DOCUMENTS**. The documents, if any, prepared by the LOBBYIST for this Project belong to the COUNTY, and may not be reproduced and copied without acknowledgement and permission of the COUNTY.

12. **SUCCESSORS AND ASSIGNS.** The LOBBYIST shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the COUNTY. Subject to the provisions of the immediately preceding

sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

13. **NO THIRD PARTY BENEFICIARIES**. Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

14. **CONTRACT DOCUMENTS**. This contract consists of the Agreement and its attachment. In the event of any conflict between any of the contract documents, the one imposing the greater burden on the LOBBYIST will control.

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

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

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

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

16. **MAINTENANCE OF RECORDS.** LOBBYIST shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or County Clerk determines that monies paid to LOBBYIST pursuant to this Agreement were spent for purposes not authorized by this Agreement, the LOBBYIST shall repay the monies together with interest calculated

pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

17. **GOVERNING LAW, VENUE, INTERPRETATION, MEDIATION, WAIVER OF JURY TRIAL.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and LOBBYIST agree that venue shall lie in Monroe County, Florida, in the appropriate court or before the appropriate administrative body. The Parties waive their rights to a trial by jury. The COUNTY and LOBBYIST agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of the parties, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

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

19. **ATTORNEY'S FEES AND COSTS**. The COUNTY and LOBBYIST agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party, and shall include attorney's fees, and courts costs, in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement, prior to or following initiation of any cause of action or administrative proceeding, shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

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

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

22. **CLAIMS FOR FEDERAL OR STATE AID**. LOBBYIST and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

23. **ADJUDICATION OF DISPUTES OR DISAGREEMENTS.** COUNTY and LOBBYIST agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. COUNTY and LOBBYIST specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

24. **COOPERATION.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and LOBBYIST agree to participate in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement.

25. **NONDISCRIMINATION.** LOBBYIST and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. LOBBYIST and COUNTY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s.3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code, Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties hereto, or the subject matter of, this Agreement.

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

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

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

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

The LOBBYIST is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.
Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the LOBBYIST is required to:
(1) Keep and maintain public records that would be required by the Countyter to perform the service.
(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the LOBBYIST does not transfer the records to the County.
(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the LOBBYIST or keep and maintain public records that would be required by the County to perform the service. If the LOBBYIST transfers all public records to the County upon completion of the contract, the LOBBYIST shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LOBBYIST keeps and maintains public records upon completion of the contract, the LOBBYIST shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the LOBBYIST of the request, and the LOBBYIST must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

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

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

IF THE LOBBYIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOBBYIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-

BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

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

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

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

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

33. **COUNTY FORMS.** By signing this Agreement, LOBBYIST has sworn or affirmed to the following requirements as set forth in the Public Entity Crime Statement, Ethics Statement,

Drug-Free Workplace Statement and Vendor Certification Regarding Scrutinized Companies List as set forth in more detail in this Agreement.

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

35. ASSIGNMENT/SUBCONTRACT. LOBBYIST shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary.

36. INDEPENDENT CONTRACTOR. At all times and for all purposes under this agreement the LOBBYISTS are independent contractors and not employees of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the LOBBYISTS or any of their employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

37. TERMINATION

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

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party thirty (30) days written notice of its intention to do so.

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

38. DRUG-FREE WORKPLACE. LOBBYIST in accordance with Florida Statute 287.087 hereby certifies that LOBBYIST shall:

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

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

The person authorized to sign the Agreement certifies that LOBBYIST complies fully with the above requirements.

39. **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

LOBBYIST agrees and certifies compliance with the following:

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of LOBBYIST, I hereby certify that the company identified above as "LOBBYIST" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

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

Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

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

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

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

(SEAL)
Attest: KEVIN MADOK, Clerk

By:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

Date:_____

BRIGHTWATER STRATEGIES GROUP

BY:_____
Authorized Signature

Print Name:_____

Title: _____

Date:_____

By:_____
Authorized Signature

Print Name: NOAH VALENSTEIN

Title : Managing Partner

Date: 10/23/23

END OF AGREEMENT

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

October 24, 2022

Monroe County
Board of County Commissioners
1100 SIMONTON ST
KEY WEST FL 33040

Account Information:

Policy Holder Details :	**Brightwater Strategies Group**

Contact Us

Need Help?

Start a live chat online or call us at (866) 467-8730.

We're here weekdays from 8:00 AM to 8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2022

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

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

PRODUCER NORTH FLORIDA AGENTS NETWORK/PHS 21211037 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (866) 467-8730 **FAX (A/C, No):** E-MAIL ADDRESS:
INSURED Brightwater Strategies Group 708 N FOREST DR TALLAHASSEE FL 32303-5169	**INSURER(S) AFFORDING COVERAGE** — **NAIC#** **INSURER A :** Hartford Underwriters Insurance Company — 30104 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		21 SBM AP3CSA	12/01/2022	12/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			21 SBM AP3CSA	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB **EXCESS LIAB** OCCUR CLAIMS-MADE DED RETENTION $			APPROVED BY RISK MANAGEMENT BY DATE 12/16/2022 WAIVER N/A___YES___			EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Professional Liability			21 SBM AP3CSA	12/01/2022	12/01/2023	Each Claim Limit Aggregate Limit	$1,000,000 $2,000,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

CERTIFICATE HOLDER	**CANCELLATION**
Monroe County Board of County Commissioners 1100 SIMONTON ST KEY WEST FL 33040	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Susan L. Castaneda

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Brightwater
STRATEGIES GROUP

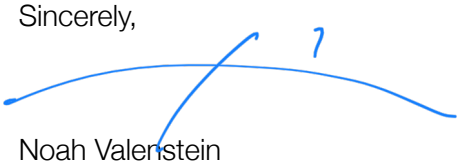
December 15, 2021

Risk Administration
Monroe County Board of County Commissioners
1111 12th Street, Suite 408
Key West, FL 33040

To Whom It May Concern:

For your records, please be advised that Brightwater Strategies Group, PLLC does not own any vehicles, and that the total number of employees, including corporate officers is less than four (4). Thank you.

Sincerely,



Noah Valenstein
Managing Partner

Q5

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: Q5
2023-1720

BULK ITEM: No

DEPARTMENT: Planning & Environmental Resources

TIME APPROXIMATE:

STAFF CONTACT: Emily Schemper

AGENDA ITEM WORDING: Discussion and direction regarding a request by the United States Navy for abandonment of a portion of SR 4-A (Boca Chica Road) located on Boca Chica, Monroe County, Florida.**TIME APPROXIMATE OF 10:00 AM.**

ITEM BACKGROUND:
On September 1, 2023, the U.S. Government Naval Facilities Engineering Systems Command Southeast ("U.S. Navy") submitted a Right-of-Way Abandonment Application requesting the abandonment of a portion of Boca Chica Road ("Rd.") at the end of the Naval Air Station Key West ("NASKW") southeast runway. See depiction of proposed abandonment area attached, indicated in red. This request is made due to NASKW security issues and to maintain the right-of-way to U.S. Navy standards for protection to the runway. The following issues require discussion and direction:

- The area requested for abandonment is used by the public for enjoyment and beach access.
- The BOCC has begun repairs to the subject section of roadway of damages received by Hurricane Ian and Hurricane Irma. The repairs are funded through a FEMA Grant Agreement, which will be reimbursed upon completion. If the roadway is abandoned and the scope of work not completed, the BOCC (Monroe County) will not be eligible for reimbursement of the funds already spent.
- NASKW has a continuous security issue with trespassers, obtaining title to the roadway will allow NASKW to adequately protect vulnerable areas.
- The southeast runway is susceptible to storm surge. Acquiring the roadway will allow NASKW to construct shoreline hardening structures to meet standards for protection of the runway.
- NASKW cannot make improvements to the roadway until they obtain ownership.

It should be noted that NASKW intends to continue to allow public use of the roadway and access to the beach.

PREVIOUS RELEVANT BOCC ACTION:
N/A

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATION: Staff requests direction on whether to proceed with the proposed abandonment (and advertise a public hearing as applicable) of the portion of Boca Chica Road requested by the U.S. Navy, and under what conditions.

DOCUMENTATION:

ROW Area.pdf

FINANCIAL IMPACT:
N/A

COVER SHEET & NOTES

SHEET 1 OF 4
NOT TO SCALE

SHEET INDEX	
SHEET 1 OF 4	OVERALL MAP + SHEET REFERENCE
2 OF 4	ROAD DETAIL
3 OF 4	ROAD DETAIL
4 OF 4	ROAD DETAIL

GENERAL NOTES:

1. THIS MAP IS A DETAIL OF SPECIFIC AREAS OF INTEREST ALONG BOCA CHICA ROAD (FORMER SR 941).
2. THE LOCATION AND ALIGNMENT OF THE ROAD SHOWN HEREON, HAVE BEEN COMPILED FROM VARIOUS SOURCES INCLUDING BUT NOT LIMITED TO SURVEYS, DEEDS, PREVIOUS REAL ESTATE SUMMARY MAPS, NAVY MUNIMENTS & REAL ESTATE RECORDS, AND OTHER RECORDED & UNRECORDED INSTRUMENTS. THIS MAP WAS COMPILED FROM ALL AFOREMENTIONED INSTRUMENTS PROVIDED TO THE NAVFAC SOUTHEAST CADASTRAL DEPARTMENT AT THE TIME OF THE MAP CREATION.
3. THIS MAP IS INTENDED TO GRAPHICALLY DEPICT NAVY INTERESTS IN THE LANDS SHOWN FOR NEGOTIATIONS RELATED TO PUBLIC ACCESS AND BASE SECURITY. ANY QUESTIONS REGARDING SPECIFIC OR DETAILED INFORMATION AS TO THE EXACT DISPOSITION OF THE LANDS SHOWN HEREON OR NAVY INTERESTS IN SAID LANDS SHOULD BE DIRECTED TO THE DIRECTOR OF REAL ESTATE (AM1) OR THE HEAD OF THE CADASTRAL DEPARTMENT (AM1C) FOR THE ASSET MANAGEMENT BUSINESS LINE, NAVFAC SOUTHEAST.
4. AREAS SHOWN ON THE MAPS IN THIS SET OF DRAWINGS ARE BASED ON HIGHLIGHTED AREAS AS DEFINED BY THE CLIENT BASED ON EXISTING CONDITIONS AND RELATED SECURITY ISSUES.
5. PLEASE BE ADVISED THAT ALL MATTERS CONCERNING JURISDICTIONAL ISSUES SHOULD BE FORWARDED TO NAVFAC SOUTHEAST CADASTRAL DEPARTMENT, WHO IN CONJUNCTION WITH NAVFAC COUNSEL WILL MAKE A DETERMINATION OF JURISDICTION.
6. THIS MAP IS FOR OFFICIAL USE ONLY. REPRODUCTION, DISTRIBUTION, PUBLICATION, OR EXHIBITION OF THE DATA IS STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE DIRECTOR OF REAL ESTATE, NAVFAC SOUTHEAST.

AREA SUMMARY:

1.	AREA #1 (YELLOW)	61,795 SQUARE FEET	1.418 ACRES
2.	AREA #1 (RED)	127,491 SQUARE FEET	2.927 ACRES
3.	AREA #2	614,085 SQUARE FEET	14.098 ACRES
4.	AREA #3	337,103 SQUARE FEET	7.739 ACRES
TOTAL AREA		1,140,474 SQUARE FEET	26.182 ACRES



ROAD DETAIL MAP

KEY WEST
BOCA CHICA

DEPARTMENT OF THE NAVY - NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST

SHEET TITLE:	COVER SHEET
BASE UIC:	N00213
NAVFAC DWG. NO.:	15167446
ePROJECTS NO.:	1728864
PRINT DATE:	28 Apr 2022
DRAWN:	K STAFFLINGER, PSM
CHECKED:	JACOB A. WALLS
SUBMITTED: LEWIS M BROWN,PSM	
SCALE:	NTS
SHEET:	1 OF 4

APPROVED BY: _____ DATE: _____
LEWIS M. BROWN, PLS
SUPERVISOR, CADASTRAL BRANCH NAVFAC SOUTHEAST

APPROVED BY: _____ DATE: _____
MICHAEL A BROOKS
DIRECTOR, AM1 REAL ESTATE NAVFAC SOUTHEAST

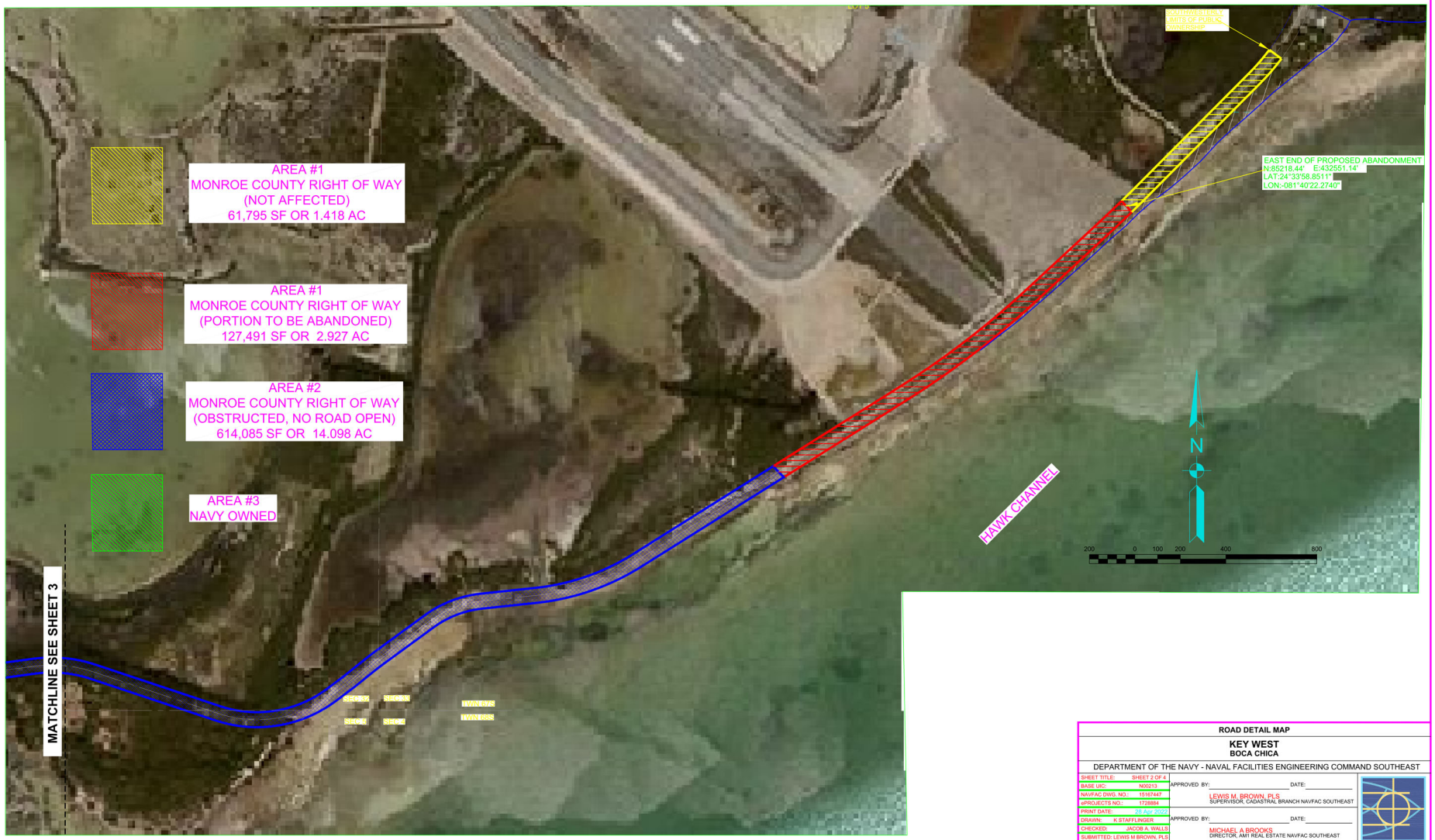
IF SHEET IS LESS THAN 24" x 36"
IT IS A REDUCED PRINT
SCALE REDUCED ACCORDINGLY

NAVFAC

kurt.stafflinger 28 Apr 2022 - 1:35pm V:\AM1 Cr-FL\N00213 - NAS Key West\00 - Boca Chica\Projects\1728864 - Create exhibit and legal description for Beach License\work\road map EXHIBIT.dwg

ROADWAY DETAIL

SHEET 2 OF 4



ROAD DETAIL MAP	
KEY WEST BOCA CHICA	
DEPARTMENT OF THE NAVY - NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST	
SHEET TITLE: SHEET 2 OF 4 BASE UIC: N00213 NAVFAC DWG. NO.: 15167447 ePROJECTS NO.: 1728884 PRINT DATE: 28 Apr 2022 DRAWN: K STAFFLINGER CHECKED: JACOB A. WALLS SUBMITTED: LEWIS M BROWN, PLS SCALE: 1"=200' SHEET: 2 OF 4	APPROVED BY: _____ DATE: _____ LEWIS M. BROWN, PLS SUPERVISOR, CADASTRAL BRANCH NAVFAC SOUTHEAST APPROVED BY: _____ DATE: _____ MICHAEL A BROOKS DIRECTOR, AM1 REAL ESTATE NAVFAC SOUTHEAST IF SHEET IS LESS THAN 24" x 36" IT IS A REDUCED PRINT SCALE REDUCED ACCORDINGLY

kurt.staffinger 28 Apr 2022 - 1:35pm V:\AM1 Cl- FLN\N00213 - NAS Key West\00 - Boca Chica\Projects\1728884 - Create exhibit and legal description for Beach License\work\road map EXHIBIT.dwg

Q6

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: Q6
2023-1784

BULK ITEM: Yes

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lisa Tennyson

AGENDA ITEM WORDING: Approval to seek state funding for two emergency response vessels and to add this to Monroe Countys 2024 legislative agenda.

ITEM BACKGROUND:

These emergency response vessels will provide Monroe County Fire Rescue with specialized medical and firefighting response capabilities on our waterways and enable us to better assist other agencies with marine rescue operations. This capability for emergency marine Fire/EMS rescue resources is not currently present within Monroe County Fire Rescue. The marine emergency response units will allow increased medical, fire services, and assist other agencies with marine rescue operations, and an added level of protection to the community for emergencies related to dockage, marinas, and water-based properties.

PREVIOUS RELEVANT BOCC ACTION:
n/a

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Staff recommends approval.

DOCUMENTATION:

FINANCIAL IMPACT:

TOTAL COST: $1.1 M **INDIRECT COST:**____

BUDGETED: Yes ___No _x__ **Differential OF LOCAL PREFERENCE: N/A**

COST TO COUNTY: 0 **SOURCE OF FUNDS:** Legislative appropriation

REVENUE PRODUCING: Yes ___ No __X_____

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: Q7
2023-1690

BULK ITEM: Yes

DEPARTMENT: Sustainability

TIME APPROXIMATE:
N/A

STAFF CONTACT: Rhonda Haag and Lisa Tennyson

AGENDA ITEM WORDING: SUSTAINABILITY: Approval of a resolution to accept the Southeast Florida Regional Climate Change Compact Counties 2024 State and Federal Energy and Climate Legislative Programs.

ITEM BACKGROUND:
The Southeast Florida Regional Climate Change Compact, approved by the Broward, Palm Beach, Miami-Dade, and Monroe County Commissions in late 2009/early 2010, is a voluntary commitment among the four counties to collaborate in addressing shared climate mitigation and adaptation challenges. One of the commitments established by the Compact is the annual development of joint legislative programs on climate and energy issues at both the state and federal level. Consequently, joint state and federal legislative programs and priorities have been developed and approved annually by all four Compact County commissions. Presently, the 2024 Compact programs and priorities, which were approved by the Compact's Staff Steering Committee, are under simultaneous consideration by all four Compact county commissions.

This agenda item brings forward the 2024 Compact programs which build upon prior year's programs. Approval of this item supports encouraging investments in renewable energy, sustainable practices and environmental protection, and the goals of seeking funding for, implement policies and pursue projects promoting, the use of alternative energy, resource conservation, sustainable practices and environmental protection.

The Compact Policy Team and Staff Steering Committee separated the State and Federal legislative programs into four parts:
- A "Principles" document for both State and Federal general legislative principles, reflecting long-standing positions that have remained consistent over time. The Federal Principles will likely require only minimal changes from year to year.
- A "Priorities" document for both State and Federal legislative priorities, identifying a short list of top issues for advocacy during the upcoming session of the Florida Legislature. The Legislative Priorities will be thoroughly reviewed and updated each year in advance of the annual legislative

session.

PREVIOUS RELEVANT BOCC ACTION:
January 20, 2021: Approval of a resolution to accept the Southeast Florida Regional Climate Change Compact Counties 2021 State and Federal Energy and Climate Legislative Programs.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Resolution for 2024 Compact Legislative Agenda with exhibits A-D.pdf

FINANCIAL IMPACT:
Effective Date: November 8, 2023 Expiration Date: Not Applicable
Total Dollar Value of Contract: N/A Total Cost to County: N/A
Current Year Portion: N/A Budgeted: N/A
Source of Funds: N/A CPI: N/A
Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts: N/A
Revenue Producing: No If yes, amount:
Grant: No County Match: N/A
Insurance Required: No Additional Details: None

RESOLUTION NO. ____-2023

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, ADOPTING THE 2024 STATE LEGISLATIVE PROGRAM AND PRINCIPLES AND FEDERAL PRINCIPLES OF THE SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Southeast Florida is one of the most vulnerable areas in the country to climate change and sea level rise; and

WHEREAS, Recognizing their shared challenges, Palm Beach, Broward, Miami-Dade and Monroe counties ("Compact counties") adopted the Southeast Florida Regional Climate Change Compact ("Compact") in 2010; and

WHEREAS, The Compact includes a commitment to develop and advocate for joint state and federal legislative policies, and accordingly, the Compact counties have annually adopted a separate *State* and *Federal Energy and Climate Legislative Program* each year since 2011; and

WHEREAS, the Compact Counties have four separate documents: the *Federal Legislative Priorities*, the more general *Federal Legislative Principles*, the *State Legislative Priorities*, and the more general *State Legislative Principles*; and

WHEREAS, the Compact prepared separate "Principles" documents for both State and Federal principles important to the Compact, reflecting long-standing positions that have remained consistent over time, noting that the Federal Principles will likely require only minimal changes from year to year; and

WHEREAS, the Compact also prepared separate "Priorities" documents for both State and Federal legislative priorities, identifying a short list of top issues for advocacy during the upcoming session of the Florida Legislature, the Legislative Priorities will be thoroughly reviewed and updated each year in advance of the annual legislative session; and

WHEREAS, MONROE COUNTY staff recommends adopting the documents.

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

1. The above recitals are hereby incorporated into this resolution as restated herein constitute the legislative findings and intent of the Board of County Commissioners of Monroe County, Florida.

2. **The Board of County Commissioners hereby approves the *SE FL Regional Climate Change Compact 's* 2024 legislative agenda, as follows:**
    a) ***State Legislative Priorities* - attached as Exhibit A**
    b) ***State Legislative Principles* - attached as Exhibit B**
    c) ***Federal Legislative Priorities* - attached as Exhibit C**
    d) ***Federal Legislative Principles* - attached as Exhibit D**

3. **This resolution shall take effect immediately upon adoption.**

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County Florida, at a regular meeting of said Board held on the 8th day of November, 2023.

Mayor Holly Raschein _____
Mayor Pro Tem Michelle Lincoln _____
Commissioner Jim Scholl _____
Commissioner David Rice _____
Commissioner Craig Cates _____

Attest: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By:_____
As Deputy Clerk

By: _____
Mayor

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 10-19-2023

Cynthia L. Hall

SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT COUNTIES
2024 STATE LEGISLATIVE PRIORITIES

Approved by the Compact Leadership Committee – June 14, 2023

Concerning state legislation, regulations, and policies, the Compact Counties and other organizations adopting this document:

SUPPORT policies, programs, and workforce development that expands renewable energy and energy conservation opportunities, including the adoption of meaningful energy efficiency programs and goals, and OPPOSE any changes that would eliminate or weaken existing policies or preempt local government authority.

SUPPORT higher energy, water, and resilience standards for new and existing buildings (including but not limited to energy conservation, renewable energy, drainage, flood elevation, wetproofing, and seawall requirements) to prepare for and lessen the impacts of future climate conditions through legislation, including the adoption of all provisions of the most recent energy and building codes by the Florida Building Commission, and enhanced powers for local governments to enact local building code amendments.

SUPPORT legislation, appropriations, and implementing authority of state agencies to leverage federal funds to the benefit of local government for the purposes of increasing resilience and reducing greenhouse gas emissions.

SUPPORT legislation, policies, funding, financing, rebates and incentives to expand energy efficiency.

SUPPORT the local match and coordination between the South Florida Water Management District and the U.S. Army Corps of Engineers on the restudy of the Central and Southern Florida Flood Control Project.

SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT COUNTIES
2024 STATE CLIMATE, ENERGY, AND RESILIENCE LEGISLATIVE PRINCIPLES

Approved by the Compact Leadership Committee – June 14, 2023

Background

Southeast Florida is one of the most vulnerable areas in the country to climate change and sea level rise. Recognizing their shared challenges, Palm Beach, Broward, Miami-Dade and Monroe Counties ("Compact Counties") adopted the Southeast Florida Regional Climate Change Compact ("Compact") in 2010. The Compact includes a commitment to develop and advocate for joint state and federal legislative policies. Accordingly, the Compact counties annually adopt a State Legislative Program.

The Compact Counties and other organizations adopting this document recognize that the local impacts of global climate change are among the greatest challenges facing southeast Florida in the present and future. Consequently, adapting to climate impacts, mitigating additional damage by reducing greenhouse gas emissions, and building community and economic resilience are among the highest priorities for action at all levels of government.

Since 2017, the Compact Counties issue their legislative program in two documents: *Legislative Principles* (this document) and *Legislative Priorities* (published separately).

Concerning state legislation, regulations, and policies, the Compact Counties and other organizations adopting this document:

General Policies

OPPOSE preemption of local environmental and land use policies and regulations pertaining to energy, climate, resilience issues, or redevelopment standards and any infringement on local home rule authority to plan for and adapt to future climate conditions.

SUPPORT development of a statewide climate action plan which includes greenhouse gas emissions reduction, adaptation, and resilience measures.

SUPPORT greater incorporation of adaptation and resilience strategies throughout state government activities, including:

Requirements for state agencies, water management districts, local governments, and regulated industries (e.g. electric utilities) to account for projected sea-level rise, coastal and inland flooding, potential storm surge, extreme rainfall, and extreme heat in all infrastructure and facility-siting decisions.

Closer coordination among state agencies to share data and implement solutions on climate and extreme weather preparedness, resilience, and adaptation issues.

State funding and assistance for local governments' adaptation activities, sufficient to meet the

Exhibit B

state's significant resilience challenges, including: data development and technical analyses (such as vulnerability and risk assessments); integration of goals, objectives, and policies in Comprehensive Plans and the establishment and use of Adaptation Action Areas; design standards for infrastructure and development in local codes; and project implementation.

Climate, energy, and resilience investments in low-income and front-line communities that strengthen individual and community resilience.

Action to address climate-related public health challenges, including extreme heat.

Action to prepare the state's agricultural community for climate and extreme-weather disruptions.

Action to strengthen the economic resilience of the state to climate change.

Greenhouse Gas Emissions Reductions

SUPPORT measures to aid the state and local governments to determine sources of greenhouse gas emissions, develop reduction plans and strategies, establish targets, and accomplish reductions.

SUPPORT measures to reduce transportation-related greenhouse gas emissions through strategies such as vehicle electrification, development of vehicle emissions standards, policies to reduce vehicle idling, and reduction of vehicles miles traveled.

Energy Efficiency, Renewable Energy, and Electrification

SUPPORT all opportunities for renewable energy deployment and energy conservation in Florida, including policies to create renewable energy purchasing options, such as community solar and energy co-ops, and energy conservation incentives, and ensure the siting of solar arrays follows best practices and minimizes environmental impact.

SUPPORT legislation, policies, funding, financing, rebates and incentives to expand energy efficiency.

OPPOSE any changes that would eliminate or weaken existing policies that support renewable energy deployment and energy conservation in Florida.

SUPPORT solar-plus-storage installations, especially at emergency shelters and other critical facilities.

SUPPORT measures to move the state to 100% carbon-free electricity generation by 2050, and adopt stringent utility energy conservation targets and meaningful renewable energy programs for electric utilities.

SUPPORT requirements that investor-owned utilities offer a competitively-priced official rate for energy-efficient street lighting and encourage coordination between utilities and local governments to convert older, inefficient street lighting systems to more efficient ones.

SUPPORT incentives and pilot programs to assist local governments in diversifying their energy supplies and expanding their use of renewable energy.

SUPPORT policies, programs, and funding that prevent utility disconnections of income-constrained households.

SUPPORT legislation and policy to encourage electric utilities to maintain agricultural uses on solar generation facilities located in agricultural zoning districts.

SUPPORT efforts to advance the electrification of buildings and transportation, and modernize the electricity grid for safety, reliability, and carbon-free electricity generation.

SUPPORT legislation and policies requiring utilities to collect aggregated whole-building data from a jurisdiction's largest buildings, and provide this data to building owners, managers, and local government representatives to aid benchmarking.

SUPPORT the adoption of the most recent building energy codes and transition to net zero energy codes.

Transportation

SUPPORT electric vehicle adoption and the provision of electric vehicle charging infrastructure commensurate with projected electric vehicle growth to serve the public, local governments, and private sector fleets, including grants, rebates, and other financing and funding, and policies aimed at multi-family housing and low-income residents.

SUPPORT strategic planning to ensure sufficient charging infrastructure along evacuation routes.

SUPPORT the adoption of Complete Streets policies at the state and local levels, and the establishment of integrated local and regional networks of non-motorized transportation corridors (such as bike lanes).

SUPPORT additional local transit connectivity to existing and proposed regional transit systems (i.e., a "first and last mile strategy").

SUPPORT the planning and construction of transit-oriented developments.

SUPPORT programs to develop renewable, carbon-neutral sources of transportation fuel.

OPPOSE any limitations on the funding made available for transit.

SUPPORT the integration of resilience and greenhouse gas reduction principles into transportation planning and design.

Oil and Gas Exploration and Production

OPPOSE any oil exploration and drilling in the state or off the coast of Florida, including within Florida's territorial waters and the Everglades, including any form of extreme well stimulation, such as hydraulic and acid fracturing, and seismic surveying.

OPPOSE oil exploration and drilling on federal lands in Florida and federal waters surrounding Florida and in the Eastern Gulf of Mexico.

OPPOSE preemption of local regulation of extreme well stimulation and oil and gas exploration and extraction.

Resilient Infrastructure and Planning

SUPPORT incentives for communities to include strategies to increase resilience, reduce energy use, reduce flood risk, and mitigate climate impacts in comprehensive plan elements, such as housing, infrastructure, conservation, land use, and transportation.

SUPPORT efforts to build and retrofit utility facilities to be more resilient to flooding and storm events.

SUPPORT statutory and regulatory changes that incorporate future flood risk from climate change and sea level rise into infrastructure planning, permitting, and investment.

SUPPORT greater use of natural and nature-based features to protect against storm surge and adapt to sea level rise.

SUPPORT adaptation of state and local roadways for future climate conditions.

SUPPORT the local match and coordination between the South Florida Water Management District and the U.S. Army Corps of Engineers on the restudy of the Central and Southern Florida Flood Control Project.

Resilient Development and Redevelopment

SUPPORT incentives for green and resilient construction standards to reduce greenhouse gas emissions and/or mitigate insurance costs in existing and future building stock.

SUPPORT more specific performance-based green building requirements and higher resilience standards for state, regional, and local agencies in new construction and substantial reconstruction, as well as leased facilities owned by government.

SUPPORT higher energy, water, and resilience standards for new and existing buildings (including but not limited to energy conservation, renewable energy, drainage, flood elevation, wetproofing, and seawall requirements) to prepare for and lessen the impacts of future climate conditions through legislation, Florida Building Code amendments, and enhanced powers for local governments to enact local building code amendments.

Natural Disaster Risk Reduction, Adaptation, and Resilience

SUPPORT and maximize linkages between natural disaster risk reduction and climate change adaptation measures, recognizing that the two areas share a common concern of future risk and vulnerability and a common goal of resilience.

SUPPORT full funding of resilient infrastructure projects identified under the state's Resilient Florida program and significant additional investments in resilience planning and resilient infrastructure, including consideration of formulas to distribute state funding to local governments, water management districts, and regional resilience entities.

SUPPORT integration of climate adaptation measures into pre-disaster mitigation projects and post-disaster rebuilding projects funded through the Pre-Disaster Mitigation Program, Hazard Mitigation Grant Program, Flood Mitigation Program, Stafford Act, and Community Development Block Grant Disaster Recovery Program.

SUPPORT local government participation in the National Flood Insurance Program (NFIP) and in the Community Rating System (CRS), and the provision of technical and financial resources for local governments to implement community-wide flood risk reduction that increases resilience, improves their CRS scores, and reduces premiums for NFIP policyholders.

SUPPORT the affordability, access, coverage, and overall reform of hazard and wind-storm insurance offered within and by the State of Florida.

SUPPORT efforts to increase resilient affordable housing stock.

Resilient Water, Coastal, and Land Resources

SUPPORT complete implementation of the Comprehensive Everglades Restoration Plan, including, but

not limited to projects such as the Central Everglades Planning Project, Everglades Agricultural Area reservoir, storage and treatment in the Northern Everglades, projects that protect east and west coast estuaries, and projects that restore natural flows to Florida Bay.

SUPPORT changes to the Florida Communities Trust program to provide authority and funding for local governments to acquire land to mitigate the effects of sea-level rise, reduce flood risk, and protect potable water supplies.

SUPPORT use of Land Acquisition Trust Fund appropriations under the terms of the Water and Land Conservation Amendment for regional and local priorities such as the Florida Forever land acquisition program, the Florida Communities Trust program, and management of public conservation lands to support nature-based resilience strategies.

SUPPORT protection and restoration of coral reefs, marine ecosystems, and nearshore habitats, such as mangrove forests, wetlands, floodplains, and other nature-based coastal protection.

SUPPORT the independence, authority, and finances of the state's Water Management Districts consistent with Chapter 373, Florida Statutes, to protect water resources in the State.

Funding and Financing for Climate and Resilience

SUPPORT providing budget and implementing authority to relevant agencies to advance transportation electrification, renewable energy deployment, energy efficiency and conservation, and resilience goals.

SUPPORT existing funding programs such as Resilient Florida, Building Resilient Infrastructure and Communities (BRIC), and Hazard Mitigation grants, and increased funding to support local governments' resilience planning and implementation.

SUPPORT additional funding for local governments and the South Florida Water Management District to support resilient infrastructure investments.

SUPPORT creation of a green bank or state investment fund to finance renewable energy and energy efficiency projects.

SUPPORT funding for applied academic research into climate change and associated topics.

SUPPORT finance options for residents, businesses, and local governments, including grants, rebate programs, tax credits and Property Assessed Clean Energy (PACE) programs that ensure consumer protections and transparency.

SUPPORT increased state funding for transit and transportation projects that reduce single-occupancy vehicle trips.

SUPPORT funding for alternative water supply development, adaptation and resilience planning, and no-regrets investments in water management, flood control, water supply, conservation land acquisition, transportation, and other infrastructure that provide hazard mitigation and improve immediate and long-term resilience.

SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT COUNTIES
2024 FEDERAL ENERGY, CLIMATE, AND RESILIENCE LEGISLATIVE PRINCIPLES

Approved by the Compact Leadership Committee – June 14, 2023

Background

Southeast Florida is one of the most vulnerable areas in the country to climate change and sea level rise. Recognizing their shared challenges, Palm Beach, Broward, Miami-Dade and Monroe Counties ("Compact Counties") adopted the Southeast Florida Regional Climate Change Compact ("Compact") in 2010. The Compact includes a commitment to develop and advocate for joint state and federal legislative policies. Accordingly, the Compact counties annually adopt a Federal Legislative Program.

The Compact Counties and other organizations adopting this document recognize that the local impacts of global climate change are among the greatest challenges facing southeast Florida in the present and future. Consequently, adapting to climate impacts, mitigating additional damage by reducing greenhouse gas emissions, and building community and economic resilience are among the highest priorities for action at all levels of government.

Since 2017, the Compact Counties issue their legislative program in two documents: *Legislative Principles* (this document) and *Legislative Priorities* (published separately).

Concerning federal legislation, regulations, and policies, the Compact Counties and other organizations adopting this document:

General Policies

SUPPORT a whole-of-government approach to the climate crisis, commensurate to the urgency of the problem highlighted by the Intergovernmental Panel on Climate Change Sixth Assessment Report, described as a "code red for humanity" by United Nations Secretary-General António Guterres.

SUPPORT rapid reductions in greenhouse gas emissions of at least 50 percent below 2005 levels by 2030 and net zero by 2050, consistent with the Nationally Determined Contribution under the Paris Agreement announced by the federal government in April 2021.

SUPPORT climate, energy, and resilience policies that reduce existing social and economic inequalities and prioritize investments in low-income and historically-disadvantaged communities, specifically the Justice40 Initiative to deliver at least 40 percent of the overall benefits of federal investments in climate and clean energy programs to disadvantaged communities.

Exhibit D

SUPPORT government-wide goals and priorities to plan for extreme weather resilience, preparedness, and risk management, and to ensure that consideration of extreme weather events is incorporated into agencies' everyday activities.

SUPPORT requirements that federal agencies and projects receiving federal funding consider projected sea-level rise, coastal and inland flooding, potential storm surge, extreme rainfall, and extreme heat in all infrastructure and facility-siting decisions.

SUPPORT increased access to agency climate science and data by the public and local governments for use in planning.

SUPPORT language in federal infrastructure bills that defines "resilience" and "vulnerability" to extreme weather events in the context of planning, design, and investment.

SUPPORT the funding, financing, development, and preservation of climate-resilient affordable housing.

SUPPORT the disclosure of greenhouse gas emissions and climate-related vulnerabilities and financial risks among federal agencies and federal contractors.

Greenhouse Gas Emissions Reductions

SUPPORT efforts to strengthen greenhouse gas emission standards for new and existing power plants; require the inclusion of the social cost of carbon in benefit-cost analyses; require consideration of secondary benefits in benefit-cost analyses of environmental regulations; increase energy- and fuel-efficiency standards for vehicles, appliances, equipment, and industry; strengthen energy efficiency and renewable energy goals for the federal government, including the Department of Defense; and tighten regulation of methane emissions.

SUPPORT additional financial measures to reduce greenhouse gas emissions economy-wide, including pricing mechanisms such a price on carbon, and incentives.

SUPPORT aid to state and local governments to determine sources of greenhouse gas emissions, develop reduction plans and strategies, establish targets, and accomplish reductions.

SUPPORT stronger US participation in international climate agreements and programs.

Energy Efficiency, Renewable Energy and Electrification

SUPPORT legislation, policies, funding, tax deductions and incentives to rapidly expand carbon-free electricity generation, short- and long-term energy storage, and long-distance electricity transmission; advance the electrification of buildings and transportation and prioritize planning for related infrastructure; modernize the electricity grid; and prioritize the siting of renewable energy systems and energy infrastructure guided by best practices and in a manner that minimizes environmental impact.

SUPPORT legislation, policies, funding, financing, rebates and incentives to expand energy efficiency, including the increased funding for the Energy Efficiency and Conservation Block Grant and weatherization programs, as well as expansion of the eligible uses for program funds to include flood and wind protection and other resilience measures.

SUPPORT tax credits and deductions for energy efficiency and renewable energy projects, including provisions to allow local governments to benefit from such incentives despite their tax-free status.

SUPPORT Property Assessed Clean Energy programs that advance energy efficiency and renewable energy improvements and ensure consumer protections and transparency.

SUPPORT Department of Energy programs and resources that provide tools for management of energy, such as Energy STAR Portfolio Manager.

Oil and Gas Exploration and Production

OPPOSE oil and gas exploration and production in federal lands in Florida, including the greater Everglades ecosystem, in federal waters on Florida's Outer Continental Shelf, off the eastern seaboard of the United States, and east of the Military Mission Line in the Gulf of Mexico, especially the expansion of lease sales for oil and gas drilling within the boundaries of Florida's territorial seas in the Department of Interior's five year National Outer Continental Shelf Oil and Gas Leasing Program and any efforts to extract payment from states that oppose expansion in their territories for the royalty value of potential leasing areas that remain unopened.

OPPOSE seismic surveying for oil and gas within the Everglades, any other federal lands, and surrounding critical areas.

SUPPORT restrictions on hydraulic fracturing and other harmful oil and gas extraction activities.

SUPPORT allowing local governments to act during oil spill events as first responders and to be reimbursed for their actions to protect their resources and restore damaged areas, and to ensure that the Oil Spill Liability Trust Fund can address Spills of National Significance where there is no financially viable or legally responsible party.

Resilient Infrastructure and Planning

SUPPORT funding for and action by the US Army Corps of Engineers to fully reassess the Central and South Florida Flood Control Project for future flood risk and resilience, leveraging existing flood vulnerability assessments already advanced in the region, inclusive of the incorporation of extreme rainfall intensification in all future conditions assessments.

SUPPORT use of natural and nature-based features, whenever possible, to protect against storm surge and adapt to sea level rise, including legislation requiring their use by the US Army Corps of Engineers.

SUPPORT adaptation of federal, state, and local roadways, railways, and other transportation routes for future climate conditions.

SUPPORT recognition of local government land-use designations for community resilience, such as Adaptation Action Areas, and prioritized infrastructure investment funding for these areas.

Natural Disaster Risk Reduction, Adaptation, and Resilience

SUPPORT and maximize linkages between natural disaster risk reduction and climate change adaptation measures, recognizing that the two areas share a common concern of future risk and vulnerability and a common goal of resilience.

SUPPORT increased funding for federal disaster mitigation and recovery programs, including the Pre-Disaster Mitigation Program, Hazard Mitigation Grant Program, Flood Mitigation Program, Stafford Act, Community Development Block Grant Disaster Recovery Program, and Building Resilient Infrastructure and Communities Program; greater transparency around eligibility and evaluation criteria; and requirements to integrate climate adaptation measures into pre-disaster mitigation projects and post-disaster rebuilding projects funded by these programs.

SUPPORT greater federal investment in planning and projects that reduce state and local governments' future risk and vulnerability to natural disasters and climate change and require that local governments' local mitigation strategies be tied to vulnerability analyses and assessments.

SUPPORT efforts to reauthorize, improve, and strengthen the National Flood Insurance Program to protect affordability and availability, as well as to encourage greater program participation, expand the Increased Cost of Compliance Program, emphasize and increase funding for mitigation, and develop accurate flood maps.

SUPPORT local government participation in the National Flood Insurance Program (NFIP) and in the Community Rating System (CRS), and provision technical and financial resources for local governments to implement community-wide flood risk reduction and floodplain protective measures that increase their resilience and improve their NRS scores to reduce premiums for NFIP policyholders.

SUPPORT a strong Federal Flood Risk Management Standard informed by climate science.

SUPPORT a workplace heat standard advanced by the Occupational Safety and Health Administration (OSHA) to better protect outdoor and indoor workers and reduce the dangers of exposure to ambient heat.

Resilient Water, Coastal and Land Resources

SUPPORT complete implementation of the Comprehensive Everglades Restoration Plan, including but not limited to projects such as the Central Everglades Planning Project, Everglades Agricultural Area reservoir, storage and treatment in the Northern Everglades that protect east and west coast estuaries and projects that restore natural flows to Florida Bay.

SUPPORT programs through the Department of Interior, National Park Service, NOAA, and EPA that evaluate climate impacts and develop agency responses to protect public lands, collect weather-related data, and link climate- and habitat-related data to public health.

SUPPORT nature-based investments in coastal protection, including coral reefs.

Funding and Financing for Climate and Resilience

SUPPORT the explicit inclusion of resilience funding in budgets of all relevant federal agencies.

SUPPORT the flexible implementation of existing federal grant programs and increased federal funding for federal climate, energy, transportation, resilience, planetary observation, earth science, weather, coastal and marine management, public health, industrial policy, and research and development, and any other programs that lower greenhouse gas emissions, build community resilience to extreme weather and other disruptions, support equitable climate change adaptation and mitigation, and protect natural resources.

SUPPORT funding to downscale global and national climate models to regional and local levels and to develop reliable future climate and sea level rise scenarios for regional and local use.

SUPPORT the continued eligibility of funding for activities to adapt to climate change and extreme weather events under the Federal-Aid and Federal Lands Highway programs.

SUPPORT funding for public transit and non-motorized travel.

SUPPORT a national infrastructure bank and prioritization of resilient projects supported by local governments for such funding.

SUPPORT continued funding of Clean Cities Programs and diesel pollution reduction programs.

SUPPORT robust federal tax credits, rebates, and incentives to property owners who make resilience, hardening, risk reduction, energy efficiency, and electrification improvements to their properties.

SUPPORT use of expanded and holistic resilience benefits within criteria and cost-benefit analysis used to evaluate projects eligible for federal funding.

SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT COUNTIES
2024 FEDERAL LEGISLATIVE PRIORITIES

Approved by the Compact Leadership Committee – June 14, 2023

Concerning federal legislation, regulations, and policies, the Compact Counties and other organizations adopting this document:

SUPPORT a whole-of-government approach to the climate crisis, commensurate to the urgency of the problem highlighted by the Working Group I (Physical Science Basis) contribution to the Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment Report, described as a "code red for humanity" by United Nations Secretary-General António Guterres.

SUPPORT infrastructure investments and policies to reduce national greenhouse gas emissions 50 - 52 percent below 2005 levels by 2030 and to net zero by 2050, reach 100 percent carbon pollution-free electricity by 2035, increase renewable energy, promote zero-emissions vehicles and public transportation, and equitably increase community resilience to climate impacts, including sea level rise, storm surge, flooding, and extreme heat and precipitation.

SUPPORT legislation, policies, funding, financing, rebates and incentives to expand energy efficiency, including the increased funding for the Energy Efficiency and Conservation Block Grant program and Weatherization Assistance programs, as well as expansion of the eligible uses for program funds to include flood and wind protection and other resilience measures.

SUPPORT "strong, rapid and sustained reductions" in methane emissions, which the IPCC Sixth Assessment Report Working Group I contribution identifies as essential to achieving Paris Agreement targets and a significant opportunity to improve air quality, including the global Methane Pledge, a partnership to reduce methane emissions 30% from 2020 levels by 2030, and the U.S. Methane Emissions Reduction Action Plan.

SUPPORT significant federal investments in electric vehicle charging infrastructure and incentives for consumers and businesses, including low-income residents.

SUPPORT efforts to reauthorize, improve, and strengthen the National Flood Insurance Program to protect affordability and availability, and encourage greater program participation, expand the Increased Cost of Compliance Program, emphasize and increase funding for flood mitigation, and develop accurate flood maps.

SUPPORT action by the US Army Corps of Engineers to fully reassess the Central and Southern Florida Flood Control Project for future flood risk and resilience, leveraging existing flood vulnerability assessments already advanced in the region, inclusive of the incorporation of extreme rainfall intensification in all future conditions assessments, and the appropriations required for the 216 Flood Risk and the WRDA 2022 Comprehensive Studies.

Exhibit C

SUPPORT increased funding for shore and flood protection projects, including legislation requiring the US Army Corps of Engineers to use natural and nature-based features in shore and flood protection projects whenever possible and a study of the feasibility of using all available domestic and non-domestic sources of sand in beach renourishment projects.

SUPPORT additional financial measures to reduce greenhouse gas emissions economy-wide, including pricing mechanisms such a price on carbon, and incentives.

SUPPORT prohibition of oil and gas leasing off the Atlantic, Pacific, and Gulf Coasts of the United States.

SUPPORT increasingly stringent vehicle emissions standards proposed by the Administration and even stricter standards to require at least 50 percent of new passenger cars and light-duty trucks sold to be zero-emission by 2030 and full electrification of the nation's vehicles as soon as practicable, including significant minimum requirements for all vehicles, not just corporate averages.

SUPPORT a workplace heat standard advanced by the Occupational Safety and Health Administration (OSHA) to better protect outdoor and indoor workers and reduce the dangers of exposure to ambient heat.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: Q8
2023-1729

BULK ITEM: Yes

DEPARTMENT: Sustainability

TIME APPROXIMATE:
N/A

STAFF CONTACT: Rhonda Haag

AGENDA ITEM WORDING: SUSTAINABILITY: Approval to enter into Task Order #3 for $12,500 to develop an assessment for the Countys special assessment program to fund the operations and maintenance costs of the Twin Lakes road adaptation project, under the on-call contract with Anser Advisory for professional consulting services to develop non-ad valorem special assessments; retroactive to October 1, 2023.

ITEM BACKGROUND:
This item approves entering into Task Order #3 for the development of a Municipal Services Benefit Unit "MSBU" assessment to fund the operation and maintenance of the Twin Lakes road adaptation project. The Task Order covers work from 10/1/2023 to 9/30/2024. The MSBU is anticipated to become effective in November 2024. Anser Advisory was selected as the vendor for an on-call contract for professional services to develop special assessments for the County's various programs.

PREVIOUS RELEVANT BOCC ACTION:
December 7, 2022: Approval to solicit for professional consulting services to develop non-ad valorem special assessment programs as needed for County projects and programs including but not limited to canals, roads, storm water and other existing or new programs.

May 17, 2023: Approval to enter into a $0 on-call contract with Anser Advisory for professional consulting services to develop non-ad valorem special assessments for County projects including canals, road adaptation, stormwater, flood mitigation, wastewater and other existing or new programs and services.

[SUBMITTED] November 8, 2023: Approval to enter into Task Order #2 for $6500/year ($26,000 through the year 2028) to provide maintenance services for the County's special assessment program for Canals 266, 105, and 82-83-84, under the on-call contract with Anser Advisory for professional consulting services to develop non-ad valorem special assessments; retroactive to October 1, 2023.

CONTRACT/AGREEMENT CHANGES:

N/A - Task Order

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Anser Advisory Task Order # 3 sea level rise Twin Lakes - signed by vendor.pdf

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FINANCIAL IMPACT:
Effective Date: October 1, 2023 Expiration Date: September 30, 2024
Dollar Value of Task Order #3: $12,500
Total Cost to County: $12,500.
Current Year Portion: $0 Budgeted: Yes
Source of Funds: 102-2500-SC_00038 CPI: No
Indirect Costs:
Estimated Ongoing Costs Not Included in above dollar amounts:
Revenue Producing: No If yes, amount: N/A
Grant: No
County Match:
Insurance Required: Yes
Additional Details:

TASK ORDER # 3

By and between
ANSER ADVISORY CONSULTING, LLC D/B/A ANSER ADVISORY
and
MONROE COUNTY, FLORIDA

FOR PROFESSIONAL CONSULTING SERVICES FOR THE ANNUAL MAINTENANCE AND CERTIFICATION OF NON-AD VALOREM SPECIAL ASSESSMENT ROLLS FOR MONROE COUNTY

(SEA LEVEL RISE / ROAD ADAPTATION PROJECTS, TWIN LAKES)

This Task Order No 3 is entered into on November 8, 2023, by and between Monroe County, hereinafter referred to as the "County" and Anser Advisory Consulting, LLC d/b/a Anser Advisory hereinafter referred to as "Consultant," for professional consulting services for a sea level rise/road mitigation special assessment program for the Twin Lakes subdivision.

WHEREAS, in January 2023, Monroe County issued a Request for Proposals ("RFP") for Professional Services for Special Assessments, seeking vendors capable of providing professional services for collection of non-ad valorem special assessment programs for canals, sea level rise/road adaptation, wastewater programs, and solid waste; and

WHEREAS, Consultant submitted a proposal in response to the RFP; and

WHEREAS, Consultant was selected as a vendor pursuant to the RFP, and on May 27, 2023, the County entered into an Agreement for Professional Services for Special Assessments ("Agreement") with Consultant to provide professional consulting services for the County's special assessment programs; and

WHEREAS, paragraph 2.1 of the Agreement states that when Consultant's services are required, the County shall issue a Task Order for the required services in accordance with the terms and conditions outlined in this Agreement and the specific Task Order;

WHEREAS, the County now desires to engage the services of Anser Advisory to provide professional consulting services for a sea level rise/road adaptation special assessment project for the Twin Lakes subdivision area.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant agree to the following task:

1. Scope of Services.

The scope of services for this Task Order shall consist of the services described in Appendix A to this Task Order, attached hereto and incorporated by reference.

2. Compensation

Monroe County agrees to pay a lump sum fee of twelve thousand five hundred dollars ($12,500.00) for the services as described in Appendix A. The fee is payable on the schedule as set forth in Appendix A.

The fee for professional services does not include any on-site visits by Consultant. Any requested on-site meetings by Anser staff may be arranged at our standard hourly rates provided below. All expenses related to these requested meetings will be billed in accordance with Section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for Anser are as follows:

Anser Advisory	
Senior Advisor	$285
Vice President/Managing Director	$285
Assistant Director/Senior Project Manager	$235
Project Manager/Project Coordinator	$185
Database Analyst/Technical Services	$150
Project Analyst	$ 90
Program and Administrative Support	$ 75

The lump sum fee does not include the cost of producing and mailing first class notices, if required. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately $1.53 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rates. Should U.S. postage rates increase prior to mailing,

the additional postage per notice will be charged.

All other terms including the Payment Schedule are as set forth in Appendix A.

3. Term of Task Order

This Task Order shall be effective as of October 1, 2023 and shall expire on September 30, 2024.

In all other respects, the terms and conditions of the Agreement remain unchanged and shall apply.

IN WITNESS WHEREOF, each party has caused Task Order #3 to be executed by its duly authorized representative as set forth below.

MONROE COUNTY, FLORIDA	**ANSER ADVISORY**
By: _____	By: _____
Craig Cates, Mayor	Ian Alderson, Senior Vice President
Date:	Date: 10/20/23

Approved as to form and legal sufficiency:
Monroe County Attorney's Office

10-19-2023

Appendix A

TWIN LAKES NEIGHBORHOOD
SEA LEVEL RISE ROADWAY MITIGATION MAINTENANCE SERVICES
WORK TO BE CONDUCTED DURING FISCAL YEAR 2023-24

ANSER ADVISORY CONSULTING, LLC (ANSER)
SCOPE OF SERVICES

Task 1: **Evaluate Sea Level Rise Roadway Maintenance Project** Determine and obtain the necessary data to develop apportionment methodology. Locate the proposed maintenance services and determine the benefited properties. Evaluate the proposed project to determine and obtain the data and information necessary to develop an assessment methodology approach. Such data may include the GIS database, tax roll information and existing and future land-use data. Using the data, determine the preliminary location of the proposed services to serve as a basis for identifying geographic areas benefited by the improvements.

Task 2: **Develop a Preliminary Apportionment Methodology** Using the data and criteria established by County staff and officials, Anser will develop a preliminary apportionment methodology based on the proposed services, their location and properties benefited.

Task 3: **Create a Preliminary Database** Using the most current ad valorem tax roll, create a preliminary database. Augment the database with other pertinent data determined to support the apportionment methodology.

Task 4: **Determine the Assessment Revenue Requirements** Review the funding requirements of the proposed services. Advise the County in determining the total sea level rise roadway maintenance services revenue requirements to ensure the County recovers the costs of: (a) net revenue requirements, (b) implementing the program, and (c) collecting the assessments.

Task 5: **Apply Apportionment Methodology to Preliminary Database** Apply the preliminary apportionment methodology to the preliminary database to test the data validity and sufficiency. Modify the database and/or revise the apportionment methodology as necessary.

Task 6: **Calculate a Proforma Schedule of Rates** Calculate a proforma schedule of rates based on the apportionment methodology and revenue requirements for the assessment program. Provide alternative revenue scenarios, if required.

Task 7: **Prepare Assessment Memorandum** Prepare an Assessment Memorandum which documents proposed apportionment methodology and proforma assessment rates.

Task 8: **Assist with Legal Documents** Advise and assist the County's legal counsel in drafting of the implementing legal documents.

Task 9: **Advise and Assist with Implementation Requirements** Advise and assist with the legal requirements for adoption of the maximum annual rates and certification of the assessment roll in accordance with the Uniform Method including: (a) the development of the first-class

notice and its distribution, (b) publication of the public hearing, (c) attendance via Zoom at the public hearing and (d) certification of the assessment roll to the Monroe County Tax Collector.

Task 10: **Delivery of the Assessment Roll to the Tax Collector** Assist the County with the delivery of the assessment roll to the Monroe County Tax Collector for collection using the uniform method.

FEES AND COSTS

For the professional services and specialized assistance described in the provided and proposed Scope of Services, Anser will work under a "lump sum" fee arrangement of $12,500. The lump sum fee for professional services does not include any on-site visits to the County by Anser staff. Any on-site meeting can be arranged at our standard hourly rates. Expenses related to any meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls or Zoom meetings may be scheduled to discuss project status.

The standard hourly rates for Anser are as follows:

ANSER ADVISORY CONSULTING, LLC

Senior Advisor	$285
Vice President/Managing Director	$285
Assistant Director	$235
Project Manager/Project Coordinator	$185
Database Analyst/Technical Services	$150
Lead Project Analyst	$100
Project Analyst	$ 90
Administrative Support	$ 75

The lump sum fee **does not include the costs of producing and mailing first class notices, if required.** Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately $1.53 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The County is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The County is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt "home addresses" pursuant to Section 119.071, Florida Statutes.

The County is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that Anser works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, Anser would be available, on an hourly basis, to assist the County in its defense.

DELIVERABLES SCHEDULE

Deliverable	Schedule
Notice to Proceed	October - November 2023
Develop Assessment Methodology	October – December 2023
Proforma Assessment Rates	December 2023 – March 2024
Assessment Memorandum	March – May 2024
Implementation	April – September 2024

PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable on the following basis. Payment will be based on the following schedule, assuming that notice to proceed is received in November 2023. If notice to proceed occurs after this date, payment will be adjusted on the basis of a condensing of the anticipated number of months remaining to complete the project.

Schedule	Payment	Amount
December 2023	25% of lump sum fee	$3,125.00
January 2024	25% of lump sum fee	$3,125.00
April 2024	25% of lump sum fee	$3,125.00
August 2024	25% of lump sum fee	$3,125.00
Total		**$12,500.00**

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: Q9
2023-1732

BULK ITEM: Yes

DEPARTMENT: Sustainability

TIME APPROXIMATE:
N/A

STAFF CONTACT: Rhonda Haag

AGENDA ITEM WORDING: SUSTAINABILITY: Approval to enter into Task Order #2 for $6500 annually ($26,000 through the year 2028) to provide maintenance services for the Countys special assessment program for Canals 266, 105, and 82-83-84, under the on-call contract with Anser Advisory for professional consulting services to develop non-ad valorem special assessments; retroactive to October 1, 2023.

ITEM BACKGROUND:
This item approves entering into Task Order #2 to maintain a Municipal Services Benefit Unit "MSBU" assessment to fund the operation and maintenance of three canal restoration projects: canal 266 on Big Pine Key, Canal 105 in Tavernier and canals 82-83-84 in Key Largo. Anser Advisory was selected as the vendor for an on-call contract for professional services to develop special assessments for the County's various programs.

PREVIOUS RELEVANT BOCC ACTION:
December 7, 2022: Approval to solicit for professional consulting services to develop non-ad valorem special assessment programs as needed for County projects and programs including but not limited to canals, roads, storm water and other existing or new programs.

May 17, 2023: Approval to enter into a $0 on-call contract with Anser Advisory for professional consulting services to develop non-ad valorem special assessments for County projects including canals, road adaptation, stormwater, flood mitigation, wastewater and other existing or new programs and services.

CONTRACT/AGREEMENT CHANGES:
Task Order #2

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Anser Advisory Task Order # 2 canals - signed by vendor.pdf
2 2023 05 COI Anser signed exp 1 17 2024.pdf

FINANCIAL IMPACT:
Effective Date: October 1, 2023 Expiration Date: September 30, 2028
Dollar Value of Task Order #2: $6,500/year - $26,000 total
(Task Order #1: $47,000/year over 4 years, $188,000 total)
Total Dollar Value of Contract: $214,000
Total Cost to County: Cost to be funded from canal MSBU accounts
Current Year Portion: $0 Budgeted: Yes
Source of Funds: CPI: No
Indirect Costs:
Estimated Ongoing Costs Not Included in above dollar amounts: Annual Assessment Costs to be funded by the MSBU
Revenue Producing: No If yes, amount: N/A
Grant: No
County Match:
Insurance Required: Yes
Additional Details:

TASK ORDER #2

By and between
ANSER ADVISORY CONSULTING, LLC D/B/A ANSER ADVISORY
and
MONROE COUNTY, FLORIDA

FOR PROFESSIONAL CONSULTING SERVICES FOR THE ANNUAL MAINTENANCE AND CERTIFICATION OF NON-AD VALOREM SPECIAL ASSESSMENT ROLLS FOR MONROE COUNTY (CANALS 266, 105, AND 82-84)

This Task Order No 2 is entered into on November 8, 2023, by and between Monroe County, hereinafter referred to as the "County" and Anser Advisory Consulting, LLC d/b/a Anser Advisory hereinafter referred to as "Consultant," for professional consulting services for the annual maintenance services for non-ad valorem special assessment rolls for the canal restoration program, covering Canals 266, 105, and 82-84.

WHEREAS, in January 2023, Monroe County issued a Request for Proposals ("RFP") for Professional Services for Special Assessments, seeking vendors capable of providing professional services for collection of non-ad valorem special assessment programs for canals, sea level rise/road adaptation, wastewater programs, and solid waste; and

WHEREAS, Consultant submitted a proposal in response to the RFP; and

WHEREAS, Consultant was selected as a vendor pursuant to the RFP, and on May 27, 2023, the County entered into an Agreement for Professional Services for Special Assessments ("Agreement") with Consultant to provide professional consulting services for the County's special assessment programs; and

WHEREAS, paragraph 2.1 of the Agreement states that when Consultant's services are required, the County shall issue a Task Order for the required services in accordance with the terms and conditions outlined in this Agreement and the specific Task Order;

WHEREAS, the County now desires to engage the services of Anser Advisory to provide annual maintenance services for the County's special assessment program as to Canals 266, 105, and 82-84.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant agree to the following task:

1. Scope of Services.

The scope of services for this Task Order shall consist of the services described in Appendix A to this Task Order, attached hereto and incorporated by reference.

2. Compensation

Monroe County agrees to pay six thousand five hundred dollars ($6,500) per year for each of the five (5) fiscal years covered by this Task Order, for a total of $32,500. The fee shall be broken down as follows:

Canal	**Price per year**
Canal 266	$1,500 annually
Canal 105	$2,500 annually
Canals 82-84	$2,500 annually
Total	**$6,500 annually**

The fee for professional services does not include any on-site visits by Consultant. Any requested on-site meetings by Anser staff may be arranged at our standard hourly rates provided below. All expenses related to these requested meetings will be billed in accordance with Section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for Anser are as follows:

Anser Advisory	
Senior Advisor	$285
Vice President/Managing Director	$285
Assistant Director/Senior Project Manager	$235
Project Manager/Project Coordinator	$185
Database Analyst/Technical Services	$150
Project Analyst	$ 90
Program and Administrative Support	$ 75

The lump sum fee does not include the cost of producing and mailing first class notices, if required. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately $1.53 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rates. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

All other terms including the Payment Schedule are as set forth in Appendix A.

3. Term of Task Order

This Task Order shall be effective as of October 1, 2023 and shall expire on September 30, 2028.

In all other respects, the terms and conditions of the Agreement remain unchanged and shall apply.

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IN WITNESS WHEREOF, each party has caused Task Order #2 to be executed by its duly authorized representative as set forth below.

MONROE COUNTY, FLORIDA

By: _____
Craig Cates, Mayor

Date:

ANSER ADVISORY

By: _____
Ian Alderson, Senior Vice President

Date: 10/20/23

Approved as to form and legal sufficiency:
Monroe County Attorney's Office

10-19-2023

Appendix A

ANSER ADVISORY CONSULTING, LLC (ANSER) SCOPE OF SERVICES

CANALS 266, 105, AND 82-84 ASSESSMENT PROGRAMS
ANNUAL MAINTENANCE SERVICES (5-YEAR CONTRACT)
WORK TO BE CONDUCTED DURING FISCAL YEARS 2023-24 THROUGH 2027-28

Scope of Services

Task 1: **Update the preliminary assessment rolls** Using the tax roll files and the assessment databases, Anser will update the preliminary assessment rolls.

- Determine the total number of billing units based on the apportionment methodology and determine revenue requirements.
- Develop and apply the schedule of rates using the apportionment methodology and revenue requirements for the assessment programs.

Task 2: **Review of legal documents** Review of the annual resolutions and documentation associated with reimposition of Canals 266, 105 and 82-84 assessment programs.

Task 3: **Assist with Rate Adoption** Assist the County with the annual rate adoption process for the assessment programs including (a) the legal requirements for any public hearings and (b) the development of appropriate published notices and/or printing, stuffing and mailing of any notices.

Task 4: **Create Final Assessment Rolls** Anser will update the assessment rolls with any corrections received from the County. Final rates will be verified and extended to the updated data in order to create the final assessment rolls.

Task 5: **Certify, Export and Transmit the Final Assessment Rolls in Conformance with Uniform Method** Using the final assessment rolls, Anser will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the files to the Tax Collector in the prescribed format.

FEES AND COSTS

The annual fees for Anser to provide the professional services described in the proposed Scope of Services for Canals 266, 105, and 82-84 Annual Maintenance Assessment Programs are as follows:

- Canal 266 $1,500 annually
- Canal 105 $2,500 annually
- Canals 82-84 $2,500 annually
    - Total $6,500 annually

The fees include reimbursement for all out-of-pocket expenses, except as noted below.

The professional services fee does not include any on-site visits to the County. Any requested on-site meetings by Anser staff may be arranged at our standard hourly rates provided below. All expenses related to these requested meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls or Zoom meetings may be scheduled to discuss project status.

The standard hourly rates for Anser are as follows:

ANSER ADVISORY CONSULTING, LLC

Senior Advisor	$285
Vice President/Managing Director	$285
Assistant Director	$235
Project Manager/Project Coordinator	$185
Database Analyst/Technical Services	$150
Lead Project Analyst	$100
Project Analyst	$ 90
Administrative Support	$ 75

The lump sum fee **does not include the costs of producing and mailing first class notices, if required.** Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately $1.53 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The County is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The County is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt "home addresses" pursuant to Section 119.071, Florida Statutes.

The County is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that Anser works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, Anser would be available, on an hourly basis, to assist the County in its defense.

DELIVERABLES SCHEDULE

Event	Schedule
Notice to Proceed	November 2023
Update Preliminary Assessment Rolls	April -- May
Confirm Assessment Rates	April -- June
Mail First Class Notices	(if required) June - August
Published Notice	June - August
Adopt Annual Rate Resolutions	July – August
Certify Assessment Rolls	By September 15th

PAYMENT SCHEDULE

The fee for professional services will be due and payable, based on the following schedule:

Payment Due	Percent of Total	Amount Due
FY 23-24		
June 2024	50% of professional services fee	$3,250.00
August 2024	50% of professional services fee	$3,250.00
FY 24-25		
June 2025	50% of professional services fee	$3,250.00
August 2025	50% of professional services fee	$3,250.00
FY 25-26		
June 2026	50% of professional services fee	$3,250.00
August 2026	50% of professional services fee	$3,250.00
FY 26-27		
June 2027	50% of professional services fee	$3,250.00
August 2027	50% of professional services fee	$3,250.00
FY 27-28		
June 2028	50% of professional services fee	$3,250.00
August 2028	50% of professional services fee	$3,250.00

ANSERAD-01 EMORRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2023

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

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

PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartford A(XV)	20478
INSURER B : Continental Insurance Company A(XV)	35289
INSURER C : American Casualty Co of Reading, PA A(XV)	20427
INSURER D : Evanston Insurance Company	35378
INSURER E :	
INSURER F :	

INSURED
Anser Advisory Consulting LLC.
1500 Mahan Drive
Tallahassee, FL 32308

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7011411355	1/17/2023	1/17/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7011411369	1/17/2023	1/17/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7011652381	1/17/2023	1/17/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N / A		7011411372	1/17/2023	1/17/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			MKLV7PL0005704	1/17/2023	1/17/2024	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CANAL RESTORATION PROGRAM,
SEA LEVEL RISE AND FLOOD MITIGATION PROGRAM, AND OTHER POTENTIAL PROGRAMS

Monroe County Purchasing Department is listed as additional insured for general liability when required by written contract.

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton St
Key West, FL 33040

APPROVED BY RISK MANAGEMENT
BY
DATE 5/22/2023
WAIVER N/A___YES___

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Frances J Bailey

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: Q10
2023-1774

BULK ITEM: Yes

DEPARTMENT: Sustainability

TIME APPROXIMATE:
N/A

STAFF CONTACT: Rhonda Haag

AGENDA ITEM WORDING: SUSTAINABILITY: Approval to enter into Amendment 1 to planning grant 22PLN65-A1 from the Florida Department of Environmental Protection (FDEP) under the Resilient Florida Grant Program to complete a Vulnerability Assessment for the City of Marathon to modify the name of the grant recipient from City of Marathon to Monroe County following assignment of the grant, and also to amend various attachments to the grant agreement requested by FDEP; also, authorization for the County Administrator to execute any necessary documents.

ITEM BACKGROUND:

This item authorizes an amendment to a $240,000 planning grant from Marathon to the County under the *Resilient Florida Grant Program* for Fiscal Year 2023-24 to complete a comprehensive *Vulnerability Assessment* for Marathon, pursuant to Section 380.093, Florida Statutes (F.S.). The consent to assignment was previously approved by the BOCC at the October 18, 2023 commission meeting; however, FDEP has requested execution of this amendment to recognize the name change, and also to amend various attachments to the grant agreement.

PREVIOUS RELEVANT BOCC ACTION:
June 21, 2023: Approval to enter into planning grant 22PLN97 for $137,875 from the Florida Department of Environmental Protection under the Resilient Florida Grant Program to complete a Vulnerability Assessment for Key Colony Beach and Layton,pursuant to Section 380.093, Florida Statutes, with $0 match.

October 18, 2023: Approval to enter into planning grant 22PLN65 and approval of Consent to Assignment 22PLN65-A1 for $240,000 from the Florida Department of Environmental Protection under the Resilient Florida Grant Program to complete a Vulnerability Assessment for the City of Marathon, pursuant to Section 380.093, Florida Statutes, with $0 match; authorization for County Administrator to execute any necessary documents.

CONTRACT/AGREEMENT CHANGES:
Formal amendment for name change of the recipient following October 2023 assignment of the grant from Marathon to the County. Also, amendment of several attachments to the grant agreement.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

22PLN65 A1- City of Marathon Vulnerability Assessment Adaptation Plan Amendment 1 For Execution (003).pdf

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FINANCIAL IMPACT:
Effective Date: Upon execution Expiration Date: June 30, 2024
Dollar Value of Amendment #1: $0
Total Dollar Value of Grant: $240,000
Total Cost to County: None
Current Year Portion: N/A Budgeted: N/A
Source of Funds: Resilient Florida grant program
CPI: N/A
Indirect Costs:
Estimated Ongoing Costs Not Included in above dollar amounts: TBD
Revenue Producing: N/A If yes, amount: $0
Grant: Yes County Match: None
Insurance Required: No
Additional Details:

AMENDMENT NO. 1
TO AGREEMENT NO. 22PLN65
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

This Amendment to Agreement No. 22PLN65 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Monroe County Board of County Commissioners (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Marathon Vulnerability Assessment and Adaptation Plan (Project), effective April 14, 2023; and,

WHEREAS, the Department has requested an update to the Project Title shall hereinafter change from, "City of Marathon Vulnerability Assessment and Adaptation Plan" to "Monroe County Vulnerability Assessment and Adaptation Action Plan" with regards to any and all past, current, and future Project documents and communications directly concerning Agreement Number 22PLN65; and,

WHEREAS, the Department has requested an update to the Reimbursement Period in Attachment 2 to begin on July 1, 2021 and end at the expiration of the Agreement; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Exhibit A, Exhibit F, Exhibit H, and Exhibit I following updates from the Office of the General Counsel; and

WHEREAS, the Department has requested to add Exhibit J to the Agreement as set forth herein; and,

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 7. of the Standard Grant Agreement is hereby revised to the following:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR 1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification and Exhibit I: Vulnerability Assessment Compliance Checklist

2. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

3. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

5. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.

6. Exhibit F, Final Project Report, is hereby deleted in its entirety and replaced with Exhibit F-1, Revised Final Project Report, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit F, shall hereinafter refer to Exhibit F-1, Revised Final Project Report.

7. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H, shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

8. Exhibit I, Vulnerability Assessment Compliance Checklist, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I, shall hereinafter refer to Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist.

9. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Authorized Representative or Designee

Roman Gastesi, County Administrator
Print Name and Title

Date: _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Alex Reed, Director
Print Name and Title

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (13 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (4 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	F-1	Revised Final Project Report (2 pages)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised Vulnerability Assessment Compliance Checklist (3 pages)
Exhibit	J	Common Carrier or Contracted Carrier Attestation Form (1 page)

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 10-26-2023

Cynthia L. Hall

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/ Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 22PLN65

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Monroe County Vulnerability Assessment and Adaptation Action Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 22PLN65

ATTACHMENT 3-A

PROJECT TITLE: Monroe County Vulnerability Assessment and Adaptation Action Plan

PROJECT LOCATION: The Project is located in the City of Marathon within Monroe County, Florida.

PROJECT DESCRIPTION:
Monroe County Board of County Commissioners (Grantee) will complete the Monroe County Vulnerability Assessment and Adaptation Action Plan Project (Project) to update the existing Vulnerability Assessment (VA) pursuant to Section 380.093(3)(d), Florida Statutes (F.S.) and develop an Adaptation Plan (AP) for the City of Marathon.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:
- **1.1:** a draft list of steering committee members;
- **1.2:** kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- **1.3:** a draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2: Final Vulnerability Assessment Report, Asset Inventory, Exposure and Sensitivity Analysis, and Adaptation Plan

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. Sea level rise projection data shall include the 2017 NOAA intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of

the results. The Grantee shall rectify any gaps of necessary data to the extent practicable. The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created through the exposure analysis. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario. The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon internal comments and outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. The Grantee will also develop an AP that will be incorporated into the VA. The AP will be consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the following:

- **2.1:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.;
- **2.2:** GIS files with results of the exposure and sensitivity analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers;
- **2.3:** a final list of critical and regionally significant assets that are impacted by flooding, which must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset
- **2.4:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S. The Final VA Report should also include the following: outline the data compiled and the findings of the gap analysis with recommendations to address the identified data gaps and any actions taken to rectify them, if applicable; provide details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and the final AP; and
- **2.5:** a signed VA Compliance Checklist Certification

Task 3: Project Administration

Description: The Grantee will perform project administration, to include project scope of work determination, planning and development of proposed project(s), design consultant direction and oversight, meetings with design professionals and construction contractor(s) and overall project coordination and supervision.

Deliverables: The Grantee will submit project administration and management reports signed by the Grantee's Grant Manager, to include a summary of project administration activities, proposed project scopes of work, and meeting minutes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$22,100	$0	$22,100	7/1/2021	3/31/2024
2	Final Vulnerability Assessment Report, Asset Inventory, Exposure and Sensitivity Analysis, and Adaptation Plan	Contractual Services	$209,900	$0	$209,900	7/1/2021	3/31/2024
3	Project Administration	Contractual Services	$8,000	$0	$8,000	7/1/2021	3/31/2024
		Total:	**$240,000**	**$0**	**$240,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F-1

DEP AGREEMENT NO. 22PLN65

MONROE COUNTY VULNERABILITY ASSESSMENT AND ADAPTATION ACTION PLAN

Monroe County Board of County Commissioners

Revised Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN65

Project Title: Monroe County Vulnerability Assessment and Adaptation Action Plan

Grantee: Monroe County Board of County Commissioners

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I-1

Required for all planning grant agreements.

DEP Agreement Number: 22PLN65

Project Title: Monroe County Vulnerability Assessment and Adaptation Action Plan

Grantee: Monroe County Board of County Commissioners

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	■	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(optional)*	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one*) ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(required if item e is not applicable)*	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. *(optional)*	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is not applicable)*	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(optional)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level *(if so, provide Department approval)*.	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

Q11

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: Q11
2023-1779

BULK ITEM: Yes

DEPARTMENT: Sustainability

TIME APPROXIMATE:
N/A

STAFF CONTACT: Rhonda Haag

AGENDA ITEM WORDING: SUSTAINABILITY: Approval to enter into Amendment No. 7 for $16,360.72, under the contract with HDR, Inc. for the Roads Vulnerability Analysis and Capital Plan for County-maintained roads, to evaluation and presentation of additional roadway resiliency design recommendations for Stillwright Point; retroactive to October 1, 2023.

ITEM BACKGROUND:

This item is to authorize the provision of professional services provided by HDR Engineering, Inc. (HDR) for the Monroe County (County) Roadway Vulnerability Analysis and Capital project for the professional technical support for the evaluation and presentation of additional roadway resiliency design recommendations for the Stillwright Point Community to supplement initial recommendations provided under the Roadway Vulnerability Study.

PREVIOUS RELEVANT BOCC ACTION:

06-18-18: Approval to advertise a Request for Qualifications for professional services for a Sea Level Rise Resilience and Vulnerability Analysis for County Maintained Roads and Related Services.

02/12/19: Approval to negotiate in rank order with the firms responding to the Request for Qualifications for professional services for the Roads Vulnerability Analysis and Capital Plan for County-maintained roads and related services.

05/22/19: Approval of a contract with HDR, Inc., the highest ranked respondent for the Roads Vulnerability Analysis and Capital Plan for County-maintained roads and related services, in the amount of $1,708.491.66, plus $189,167.18 for optional services, totaling $1,897,658.84 over 3 fiscal years.

12/11/19: Approval to expedite the analysis and modeling of the Stillwright Point neighborhood to determine the recommended adaptations, cost and related policy decisions, and report to the commission when completed.

06/17/20: Presentation and discussion of the road's adaptation analysis of the Stillwright Point neighborhood in Key Largo as part of the countywide study for the sea level rise vulnerability analysis for county-maintained roads.

11/17/20: Approval of Amendment No. 1 to the contract with HDR, Inc. for the Roads Vulnerability Analysis and Capital Plan for County-maintained roads and related services, to extend the contract from September 21, 2021 to December 21, 2021 at no cost.

04/21/21: Approval of Amendment No. 2 for $93,261.00 to the contract with HDR, Inc. for the Roads Vulnerability Analysis and Capital Plan for County-maintained roads and related services, to add 20 miles of roadway segments to the original 78 miles of County maintained roadways (98 miles total) into the Conceptual Engineering Design assessment.

06/21/2021: Resolution to affirm continuing the work being performed under the contract for the Roads Vulnerability Analysis and Capital Plan for County-maintained roads and related services contract with HDR.

10/21/21: Presentation of updates to the HDR Roads Vulnerability Analysis and Capital Plan for County-maintained roads, including conceptual designs, schedule, funding and outreach.

11/17/2021: Approval of Amendment No. 3 to the contract with HDR, Inc. for the Roads Vulnerability Analysis and Capital Plan for County-maintained roads and related services, to extend the contract from December 21, 2021 to June 24, 2022 at no cost to the County.

01/21/22: Approval of a $153,703.31 Task Order 4 to the contract with HDR, Inc. for the Roads Vulnerability Analysis and Capital Plan for County-maintained roads and related services, to provide conceptual design for the full number of miles of roads subject to inundation by 2045, retroactive to December 17, 2021; and authorization for the County Administrator to execute the Task Order.

10/19/22: Approval to enter into Amendment No. 5 for $21,488.10 under the contract with HDR, Inc. for the Roads Vulnerability Analysis and Capital Plan for County-maintained roads and related services, for additional services for grant preparation of the Flagler Avenue road adaptation project under the FEMA Building Resilient Infrastructure and Communities (BRIC) program, retroactive to October 3, 2022.

June 21, 2023: Approval to enter into Amendment No. 6 for $48,394.76 under the contract with HDR, Inc. for the Roads Vulnerability Analysis and Capital Plan for County-maintained roads to finalize the policy recommendations and prepare Comprehensive Plan changes; and to extend the contract for 2 years to June 25, 2025.

CONTRACT/AGREEMENT CHANGES:
Additional services roadway resilience alternatives

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

HDR Amendment 7 - for signature.pdf

FINANCIAL IMPACT:

Effective Date: October 1, 2023 Contract Expiration Date: June 23, 2025
$ Value of Amendment 7: $16,360.72
Total Dollar Value of Existing Contract: $2,162,874.97
Total Cost to County: Fiscal Year Portions: N/A
Budgeted: Yes
Source of Funds: 102-22500-SC_00038 Professional Services
CPI: N/A Indirect Costs: None
Estimated Ongoing Costs Not Included in above dollar amounts: N/A
Revenue Producing: No If yes, amount:
Grant: No County Match: N/A
Insurance Required: Yes.
Additional Details:

AMENDMENT NO. 7
TO THE AGREEMENT
FOR
SEA LEVEL RISE VULNERABILITY ANALYSIS AND PLANNING
FOR COUNTY MAINTAINED ROADS INFRASTRUCTURE ADAPTATION
BETWEEN
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
HDR ENGINEERING INC.

This AMENDMENT NO. 7 ("Amendment") is made and entered into this _____ of _____, 2023, to that Agreement dated May 22, 2019 as amended November 17, 2020 under Amendment No. 1, April 21, 2021 under Amendment No. 2, November 17, 2021 under Amendment No. 3, June 15, 2022 under Amendment No. 4, October 19, 2022 under Amendment No. 5, June 21, 2023 under Amendment No. 5A/5B, and June 21, 2023 under Amendment No. 6 (cumulatively, "Agreement"), by and between Monroe County "COUNTY," and HDR Engineering, Inc. "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY recognized the need for immediate, coordinated, and visionary action to address the impacts of a changing climate and ensure the COUNTY provides for resilience for its more than 300 miles of roads infrastructure; and

WHEREAS, the recommendation for a Roads Adaptation Plan is *Green Keys* item 2-14, which specifies that the County shall conduct a County-wide roads analysis to identify near-term roads subject to inundation risk, including nuisance flooding, and that include related green infrastructure where appropriate; and

WHEREAS, the CONSULTANT is successfully providing the professional services under the AGREEMENT; and

WHEREAS, the COUNTY is in need of professional technical support for the evaluation and presentation of additional roadway resiliency design recommendations for the Stillwright Point Community to supplement initial recommendations provided under the Roadway Vulnerability Study. Provide presentation to the stakeholders describing implementation challenges and specific criteria and regulatory requirements; and

WHEREAS, the CONSULTANT agrees to provide the necessary support to the County in an accurate and timely manner.

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

1. Articles 1.1.1, 2.1, 7.1, and 7.2.1 in the AGREEMENT are amended as follows:

ARTICLE I

1.1 REPRESENTATIONS

By executing this Agreement, CONSULTANT/CONSULTANT makes the following express representations to the COUNTY:

I.I.I The effective date of this AMENDMENT NO. 7 shall be retroactive to October 1, 2023.

ARTICLE II SCOPE OF BASIC SERVICES

2.1 DEFINITION

CONSULTANT'S revised Scope of Basic Services consist of those described in attached **Exhibit A-7**. The CONSULTANT shall commence work on the services provided for in this Agreement promptly upon his receipt of a written notice to proceed from the COUNTY.

The CONSULTANT shall:

1. Establish Coordination with County Resiliency, Engineering, and Planning offices.
2. Develop and assess three roadway resiliency alternatives.
3. Prepare Presentation for BOCC Workshop
4. Conduct presentation for BOCC Workshop

ARTICLE VII COMPENSATION

7.1 PAYMENT SUM

The COUNTY shall pay the CONSULTANT for the CONSULTANT'S performance of this Amendment No. 7 an amount not to exceed Sixteen Thousand Three Hundred Sixty Dollars and Seventy-two Cents ($16,360.72). The total Agreement is not to exceed $2,162,874.97, which includes the lump sum amount and time and materials amount of $1,973,707.79 for Required Services and an amount not to exceed $189,167.18 for Optional Services. The Contract Sum shall not exceed this amount unless amended by formal approval of the Monroe County BOCC. No charges shall be incurred by the County other than products or services that were ordered, provided and agreed upon by the COUNTY.

7.2 PAYMENTS

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid according to the revised **Deliverable Schedule** attached as **Exhibit B-7,** and according to the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes. Payments will include time and materials, as indicated in Exhibit B-7. Partial payments of tasks and deliverables shall be allowed for any item over $5,000. The Provider shall submit to the COUNTY an invoice with supporting documentation in a form acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds. The Sustainability Director will review the request, note her approval on the request and forward it to the Clerk for payment.

7.2.2 Exhibits A-7 and B-7 attached to this Amendment are added to the Agreement.

7.2.3 All other provisions of the AGREEMENT dated the 22nd day of May, 2019 and amended November 17, 2020, April 21, 2021, November 17, 2021, June 15, 2022, October 19, 2022, and June 21, 2023 not inconsistent herewith, shall remain in full force and effect.

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

(SEAL)
Attest: KEVIN MADOK, Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By:_____
As Deputy Clerk

By:_____
Mayor

Date:_____

(Seal)
Attest:

HDR ENGINEERING, INC.

BY:_____
Title:_____

By:_____
Title:_____

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 10-30-2023

Cynthia L. Hall

EXHIBIT A-7

Monroe County Roadway Vulnerability Analysis and Capital Plan

Support Services Extension

Scope of Services

REVISED: October 30, 2023

The following tasks are added through this Amendment. All other tasks from Exhibit A in the original Agreement as well as Exhibits A-1, A-2, A-3, A-4, A-5, A5A/A5B, and A-6 in prior amendments, remain unchanged.

This scope is for the provision of professional services provided by HDR Engineering, Inc. (HDR) for the Monroe County (County) Roadway Vulnerability Analysis and Capital project the implementation framework for the Countywide Roads Vulnerability Analysis and update provision to Board of County Commissioners (BOCC). The roadways maintained by the County were evaluated under this study and a series of Technical Memorandums were produced providing information on the vulnerable and critical roadway areas for County use. An initial implementation framework was provided consistent with Task 4 to be included into the final report.

1. **Task 1: BOCC Workshop Preparation**

    - Establish Coordination with County Resiliency, Engineering, and Planning offices.
    - Develop and assess three roadway resiliency alternatives.
    - Prepare Presentation for BOCC Workshop

    Deliverable: Power Point Presentation for BOCC Workshop.

2. **Task 2: BOCC Workshop Attendance and Documentation**

    Attend the BOCC Workshop. Conduct and lead presentation. Address questions from BOCC and the Public.

    Deliverable: BOCC Workshop Meeting Minutes documenting action items and determinations.

Exhibit B-7

Monroe County Roadway Vulnerability Analysis and Capital Plan

Delivery Schedule

Revised – April 11, 2023

The following tasks with associated delivery schedules are added through this Amendment. All other tasks from Exhibit B in the original Agreement as well as Exhibits B-1, B-2, B-3, B-4, B-5, B-5A/B-5B, and B-6 in prior amendments, remain unchanged.

Required Services

Scope of Work (Deliverables)	**Amount**	**Due Date**
Task 1: BOCC Workshop Preparation. Power Point Presentation for BOCC Workshop.	**NTE: $11,912.20 (Time & Materials)**	**12/12/2023**
Task 2: BOCC Workshop Attendance and Documentation BOCC Workshop Meeting Minutes documenting action items and determinations.	**NTE: $4,448.52 (Time & Materials)**	**12/12/2023**

R1

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: R1
2023-1070

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Cynthia Hall (305) 292-3470

AGENDA ITEM WORDING: CAY Report for November 2023.

ITEM BACKGROUND:
Monthly report is attached.

PREVIOUS RELEVANT BOCC ACTION:
N/A

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A - Report.

DOCUMENTATION:

County Attorney's Report November 2023.pdf

FINANCIAL IMPACT:
N/A

County of Monroe
The Florida Keys

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

Robert B. Shillinger, County Attorney**
Pedro J. Mercado, Senior Assistant County Attorney**
Cynthia L. Hall, Senior Assistant County Attorney**
Christine Limbert-Barrows, Assistant County Attorney**
Derek V. Howard, Senior Assistant County Attorney**
Peter H. Morris, Assistant County Attorney**
Patricia Eables, Assistant County Attorney
Joseph X. DiNovo, Assistant County Attorney**
Kelly M. Dugan, Assistant County Attorney
Christina Cory, Assistant County Attorney
Nathalia Archer, Assistant County Attorney

** Board Certified in City, County & Local Government Law

Office of the County Attorney
1111 12th Street, Suite 408
Key West, FL 33040
Phone (305) 292-3470
Fax (305) 292-3516

To: Mayor & Commissioners
From: Bob Shillinger, County Attorney
Date: October 23, 2023
Re: November 2023 County Attorney Report

Closed Session at the November 8 Meeting

1. Monroe County v. DGW Corp., 23-CA-249-M. Suit for foreclosure, injunctive relief, money judgment, and/or writ of execution to enforce the lien stemming from Code Compliance Case CE20010126.

2. Pirates Cove Property Owners and Boating Ass'n et al. v. Monroe County Planning Comm'n, Daniel Barry Jr. and Archer Barry, 23-CA-365-P. Petition for writ of certiorari, seeking to quash a variance issued by the Planning Commission to the Barrys. Petitioners allege that construction and operation of the Barrys' business (alleged to be a high-intensity, 24-hour gas station/retail store with 11 fueling stations) will cause increased traffic, noise and lights, and petrochemical fumes.

Cases of Interest at Trial Court Level

3. Galleon Bay Corp. v. Monroe County and State of Florida, 02-CA-595-K. Settlement was approved at the October meeting. The agreement will be presented to the Court for approval after signature by the State. Motions for attorneys' fees and costs are still pending but are expected to be denied as moot upon approval of the settlement agreement.

4. Peter & Olivia Poto v. Monroe County/Monroe County v. Jane Gilbert Trust, 22-CA-709-K, quiet title and specific performance action by buyers of a property where seller had sold development rights to one lot and entered into a unity of title as part of the County's Less than Fee program. The County answered and filed a counterclaim against the Potos and a cross-claim against the seller, Jane Gilbert. **Gilbert's motion to dismiss is set for hearing on 11/1/23. Depositions are scheduled for November/December. Plaintiffs' motions to strike the County's demand for a jury trial and affirmative defenses are set for hearing 12/19/23.**

5. Largo 89, LLC & AJC Berna Properties, LLC v. Florida Dep't of Environmental Protection & Monroe County, 23-CA-216-P. Owners of two lots adjacent to the terminus of Kay Drive in Key Largo sued for declaratory relief and nuisance; Plaintiffs seek to compel FDEP to issue a Certificate of Recordable Deed. Plaintiffs' road abandonment petition was denied on 3/16/22 because it would have violated Section 19-1 of the Code by cutting off water access to the public. The County and the State have both filed answers.

6. Roy's Trailer Park v. Noel & Monroe County, 19-CA-175-K. Declaratory Judgment suit filed by Roy's against County as part of its eviction suit against its tenant. County counterclaim against the trailer park and the park residents, seeking an injunction prohibiting occupancy at the park until serious fire and life safety issues have been addressed, appointment of a receiver, and declaratory relief to determine whether the owner or tenants are responsible for the code violations. The park owner submitted an application to the Planning Department to redevelop the park for affordable housing. The Planning Commission hearing was held on 12/14/2022. Next step: public hearing on the owner's application to be presented to the BOCC.

7. Monroe County v. Sugarloaf VFD, Inc. & Sugarloaf Wi-Fi, Inc., 17-CA-631-K. The County sued both SVFD and Wi-Fi to invalidate a lease between SVFD and Wi-Fi on the grounds that SVFD had not approved the lease in an open meeting. The County prevailed and the lease was invalidated. Wi-Fi has a separate suit pending against the SVFD that is holding up the transfer of the property to the County. At Wi-Fi's request, Fortress Secured, LLC submitted a public private partnership (P3) proposal that would serve as the basis for settlement. On 1/18/23, the BOCC approved an interim agreement with Fortress Secured, LLC to design, build and finance a replacement fire station on Sugarloaf Key at the current location of the Sugarloaf Volunteer Fire Department Station #10. A final agreement would resolve all related claims and result in a transfer of the property to the County.

8. Burkhardt v. Monroe County, 22-CA-293-K. Plaintiff filed a Complaint in state court seeking to declare whether Plaintiff has a right to engage in commercial fishing uses on his Big Pine Key property. The complaint also sought to invalidate the Habitat Conservation Plan and Incidental Take Permit issued by USFWS. On 1/17/23, the County filed its answer to the amended complaint.

9. Jay Archbell PA v. Buirley, Monroe County, et al., 23-CA-108-K. The County previously settled its claim against Jay Archbell, PA (the property owner) for a reduced amount of code liens. The property appears to have some owners outside the chain of title. Archbell then filed suit against prior owners Kenneth and Anita Lynn Buirley, the County, and others, to quiet title. The County filed its Answer on 5/30/23. **Plaintiff's motion for summary judgment is scheduled to be heard on 11/15/23.**

10. Maschal et al. v. Monroe County and FKAA, 19-CA-186-K. Suit against Monroe County and FKAA by 12 individuals seeking similar relief to the Delaney lawsuit, which the County won. After several attempts to state a claim, the Circuit court dismissed the case on 4/4/22 when it denied the Plaintiff's motion for reconsideration and granted the County and FKAA's motion for reconsideration, thus denying the Plaintiff's motion to file a supplementary complaint. On 5/3/22, the Plaintiffs appealed to the Third DCA (3d DCA 22-754). On 5/24/23, the Third DCA remanded the case to the Circuit Court with instructions to allow Plaintiffs to file one single amended complaint. Plaintiffs filed their Amended Complaint on 8/17/23. The County and FKAA filed answers on 9/1/23, and also filed a joint Counterclaim for injunctive relief, compelling the property owner plaintiffs to connect to the wastewater system. Plaintiffs answered the Counterclaim on 9/20/23.

Appellate Cases of Interest

11. Shands v. City of Marathon, 3d DCA21-1987. This is a long running takings case involving an off shore island located within the City of Marathon. On 5/3/23, the Third DCA reversed a trial court decision in favor of the City and, in doing so, created a new hybrid species of inverse condemnation claim that, if left unchecked, could have dire consequences for the growth management policies governing the Florida Keys Areas of Critical State Concern. On 6/2/23, the County and the Village of Islamorada filed an amicus brief in support of Marathon's Motion for Rehearing, Rehearing *en banc*, and for Certification to the Florida Supreme Court. The City's motion for rehearing remains pending.

12. Ray Rey & Ramille Rey v. Monroe County, 22-AP-2-P. On 3/1/22, the owners filed a notice of appeal of the Final Order of the Special Magistrate that found them in violation due to improvements to a nonconforming lower enclosure. Briefing is complete. Awaiting a ruling or the scheduling of oral argument.

13. Sunset Garden Estate Land Trust v. Monroe County, 19-CA-460-P, 3D23-1368. Property owner sued claiming that various state laws including the Right to Farm Act, preempt the County's land development regulations. The County filed a counterclaim for declaratory and injunctive relief. On 7/11/23, the Court granted Plaintiffs' motion for summary judgment, denied the County's motion for summary judgment, and entered judgment for the Plaintiffs. The County appealed to the Third DCA. **The County has until 11/6/23 to file its initial brie**f.

Administrative Law Cases

14. 6-7-8 US 1, LLC v. Monroe County Planning Department. On 5/7/21, the property owner filed an appeal to the Planning Commission of the Department's 4/7/21 letter of understanding regarding the attempted use of storage/shipping containers at its Key Largo property. The Department determined that the storage/shipping containers used for commercial storage at the property were not subject to the property owner's conditional use approval or building permit for the parcel; are structures that require a permit and compliance with the Comprehensive Plan, LDC, Chapter 6 of the County Code, the Florida Building Code, local and FEMA flood regulations; and constitute non-residential floor area as defined in the LDC and are subject to NROGO. The owner's appeal of the Department's analysis and conclusions was heard at the Planning Commission's November meeting. The Planning Commission affirmed on a vote of 3-2. **Time for an appeal will start once PC Chair signs resolution memorializing the vote.**

Vacation Rental Cases

15. Coral Hammock Rental, et al. v. Monroe County, 20-AP-11-K; 3D23-0145. 26 property owners appealed from final orders finding properties in violation of vacation rental ordinances and assessing fines of $224,329, plus costs. Sr. Judge James M. Barton II issued an opinion holding the owners are not prohibited from using their attached units in the MU district for vacation rentals, reversing the Final Orders, and instructing that the owners be allowed to apply for a vacation rental permit or exemption. On 1/25/23, the County filed a petition for certiorari review in the Third District. On 9/20/23, the Third DCA issued its opinion denying the County's petition for review of the circuit court's decision.

16. Lachlan, LLC, et. al. v. Monroe County, et. al., 23-CA-104-K. On 2/17/23, the Coral Hammock owners involved in 20-AP-11-K filed a mandamus complaint seeking to compel the Planning Department to process their applications for exemptions to the annual vacation rental permit requirement (the Department informed the owners that the applications would be held in abeyance pending certiorari review in the Third District). On 4/20/23, the County filed its answer to the complaint.

Class Action Lawsuits where Monroe County is a Party

17. Monroe County v. 3M, et al., 22-CA-618-K/2:22-cv-03680-RMG, consolidated into 2:18-mn-02873-RMG: On 9/9/2022, Monroe County filed suit against manufacturers of aqueous film-forming foam (AFFF) containing per- and polyfluoroalkyl substances (PFAS) to recover damages for investigation, remediation, removal, disposal, treatment and monitoring of water and soil created by defendants' products. PFAS had been detected at the Monroe County Fire Training Academy on Grassy Key. On 10/7/22, defendants removed the case to the U.S. District Court for the Southern District of Florida. On 10/26/22, the County's case was transferred and consolidated with other similar cases in the Multi District Litigation (MDL) case pending in the District of South Carolina before Hon. Richard M. Gergel.

Constitutional Officer Cases

18. The Supervisor of Elections, Joyce Griffin, is currently involved in several litigation matters in which she has been previously served and/or has received notice of other cases which have been filed but not yet been served on her. The cases challenge various Florida Statutes regarding election legislation and voter registration. Griffin and other SOEs retained outside counsel, but the County Attorney's office is assisting in the defense of each case. Current pending matters are as follows with the cases being at various stages of litigation:

    A) League of Women Voters of FL v. Sec'y of State Lee, Joyce Griffin, et al, 4:21-cv-00186, USDC/NDFL, 11th Cir. Ct. App. Case No. 22-11143.

    B) Above case consolidated with NAACP of FL v. Sec'y of State Lee, Joyce Griffin, et al, 4:21-cv-00187, USDC/NDFL, 11th Cir. Ct. App. Case No. 22-1114; Florida Rising Together, v. Sec'y of State Lee, Joyce Griffin, et al, 4:21-cv-201, USDC/NDFL, 11th Cir. Ct. App. Case No. 22-11143; and Harriet Tubman Freedom Fighters, et al v. Laurel M. Lee, et al, No. 4:21-cv-00-242-MW-MAF, 11th Cir. Ct. App. 22-11133.

    C) Vote.org v. Byrd, Joyce Griffin, et al, No. 4:23-cv-00111 (N.D. Fla.).

    D) NAACP v. Byrd, Joyce Griffin, et al, No. 23-cv-215 (N. D. Fla.).

    E) Florida Rights Restoration Coalition v. DeSantis, Joyce Griffin, et al., No. 1:23-cv-22688 (S.D. Fla.).

Tort and Employment Law Cases

19. The County Attorney's Office is defending the following other personal injury, property damage and employment law cases not referenced above:

Katzenstein v. Monroe County, 20-CA-177-P	Personal injury

Foreclosure Actions

20. The County Attorney's Office is currently prosecuting a total of 34 cases to foreclose or otherwise enforce on County code compliance liens. The Office is also currently defending 7 mortgage foreclosure cases, where the County holds an interest in the property, usually as a result of an inferior code compliance lien.

Other Matters of Interest

21. **Code Collections**. As the month has not yet finished, code collections for the month of October will be presented in next month's report

22. **Vacation Rental Prosecutions.** Vacation rental prosecutions for the month of October will be presented in next month's report.

Risk Management

23. Risk Management activity and policy renewals for the month of October will be presented in next month's report.

Public Records

24. Public records activity for the month of October will be presented in next month's report.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: R2
2023-1703

BULK ITEM: No **DEPARTMENT:** County Attorney

TIME APPROXIMATE: **STAFF CONTACT:** Kelly Dugan

AGENDA ITEM WORDING: Authorization to initiate litigation against MSC INTERNATIONAL REALTY LLC and their property, 62910 Overseas Highway, Conch Key, Florida, to seek compliance with the County Code and enforce the lien(s) arising from code compliance case number CE18020116.

ITEM BACKGROUND:

CE18020116: This property has been the subject of a code compliance case for 1) building permits required for a) mobile office/box trailers/shipping containers (not compliant), b) mobile food truck (compliant), c) wholesale/retail saltwater product sales (not compliant), d) fill/recycled asphalt/boulders (not compliant), e) shade canopy structures (compliant), f) in-filled cement block walls (compliant), g) wood dock (not compliant), h) storage/out buildings (not compliant), i) signage (compliant); 2) prohibited signs (compliant); 3) habitation prohibited (compliant); 4) mandatory sewer connection (not compliant); 5) premises to be cleaned (compliant); 6) commercial solid waste collection (compliant); and 7) failure to obtain inspections – permit #17203622 for fence and wall (compliant). The fines total $113,200.00 as of October 3, 2023 and will continue to accrue at $200.00 per day, until compliance is achieved.

A hearing was scheduled for February 24, 2022 and the property owner signed a Stipulation to code violation and for time to comply for first time offenses on February 14, 2022. On February 24, 2022, the Special Magistrate approved the stipulated agreement with compliance dates of April 5, 2022 and August 30, 2022. The County's lien was recorded on April 13, 2022. A subsequent hearing was held on March 30, 2023 and the property owner was not present. The Special Magistrate found the property remained in violation and granted the County's motion to proceed with collections. The code case remains open for non-compliance and failure to pay outstanding fines and costs.

The Monroe County Property Appraiser lists the Just Market Value as $722,067. The property is not homesteaded and there is no mortgage recorded. There are no pending foreclosure actions at this time.

Under the policy adopted in Resolution 057-2014 the available legal options in regard to the County's lien on this property are:

1. Initiate litigation against the property owner for injunction, foreclosure, money judgment and/or writ of execution;
2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or
3. Release the lien.

County staff recommends initiating litigation (option 1) against the property owners for injunction, foreclosure, money judgment and/or writ of execution.

PREVIOUS RELEVANT BOCC ACTION:
Approval of Resolution No. 057-2014 on March 19, 2014 adopting "ATTACHMENT A" as Procedure to be used after a Final Order has been rendered by the Code Compliance Special Magistrate to initiate injunctive relief for non-compliant properties, foreclosure and/or money judgment actions for collection of unpaid fines and/or costs from a property owner

---

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

CE18020116 AIS Supporting Docs MSC International Realty LLC.pdf
Resolution 057-2014 LIEN PROCESS.pdf

FINANCIAL IMPACT:
148–50001 Growth Management Admin - $2,500.00

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, Petitioner, vs. **MSC INTERNATIONAL REALTY LLC,** Respondent(s).	)	Case No.: **CE18020116**

ORDER AUTHORIZING FORECLOSURE AND/OR MONEY JUDGMENT

A Final Order was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this 31st day of March, 2023, at the Marathon Government Center, Marathon, Florida.

John G. Van Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / **first class U.S. mail** to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office and/or Authorized Representative, N/A, on this 31st day of March, 2023.

Nicole Petrick, Liaison

MONROE COUNTY CODE COMPLIANCE
MONROE COUNTY, FLORIDA

Subject: Code Compliance Case CE18020116
Property Location: 62910 OVERSEAS HWY., CONCH KEY, FL 33050
Parcel ID: 00099000000100

MSC INTERNATIONAL REALTY LLC
7154 N. UNIVERSITY DR. # 274
TAMARAC, FL 33321

MONRO E COUNTY CODE COMPLIANCE
MONROE COUNTY, FLORIDA

Subject: Code Compliance Case CE18020116
Property Location: 62910 OVERSEAS HWY., CONCH KEY, FL 33050
Parcel ID: 00099000000100

MSC INTERNATIONAL REALTY LLC
c/o R/A JASON HO, MGR.
7154 N. UNIVERSITY DR., SUITE 274
FORT LAUDERDALE, FL 33321

BRIEF FOR MSC INTERNATIONAL REALTY LLC – CE18020116

MOTION FOR COLLECTIONS 3/30/2023

https://mcesearch.monroecounty-fl.gov/code/CE18020116

- PO not present
- granted

Monica Rodriguez

Research Analyst - Monroe County

Subject Property - 62910 OVERSEAS HIGHWAY, CONCH KEY, FL

Violation(s):

- 110-140.(a) – permits required
    1. Mobile office/box trailers/shipping containers (not compliant)
    2. Mobile food truck (compliant)
    3. Wholesale/retail saltwater product sales (not compliant)
    4. Fill/recycled asphalt/boulders (not compliant)
    5. Shade canopy structures (compliant)
    6. In-filled cement block walls (not compliant)
    7. Wood dock (not compliant)
    8. Storage/out buildings (not compliant)
    9. Signage (compliant)
- 142-4 – Prohibited signs (compliant)
- 17-6.(b)(2) – habitation prohibited (compliant)
- 20-51.(a) – mandatory connection/sewer (permit # 16206508 pending final inspections; not compliant)
- 21-20.(a) – premises to be cleaned (compliant)
- 21-74.(2)a – commercial solid waste collection (compliant)
- 6-103.(d) – failure to obtain inspections (permit # 17203622 pending final inspection; not compliant)
    - Property is NOT in compliance

Lien was recorded in the Official Records of Monroe County on 4/13/2022, Book 3167, Page 820 and remains unpaid.

- Lien $73,501.88 as of March 27, 2023

NOTES:

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING was mailed via certified mail on 2/3/2023 to address on PRC. Return receipt was received, signed on 2/6/2023.

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING was mailed via certified mail on 2/3/2023 to registered agent. Return receipt was received, signed on 2/6/2023.

*PO not in communication with Research Analyst, M. Rodriguez, since mailing of Motion/Notice

County is asking the Special Magistrate to authorize foreclosure and/or money judgment proceedings on the Order/Lien in this case.

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE18020116**
	)	
MSC INTERNATIONAL REALTY LLC,	)	
	)	
Respondent(s).	)	
	)	

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner, Monroe County, will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on April 13, 2022, Book 3167, Page 820 on the property that was the subject of the code compliance action described as: 62910 OVERSEAS HWY. CONCH KEY, FLORIDA 33050, MONROE COUNTY, RE# 00099000000100, **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of January 18, 2023 is $53,101.88 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on **March 30, 2023** at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050. **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.**

Kelly M. Dugan
Assistant County Attorney
Fla. Bar No. 105870
Dugan-Kelly@MonroeCounty-FL.Gov
1111 12th Street, Suite 408
Key West, Florida 33040
(305) 292-3470

CERTIFICATE OF SERVICE

I hereby certify that on this 3 day of February, 2023 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7019 1120 0000 6230 2811 to **c/o R/A JASON HO, MGR. 7154 N. UNIVERSITY DR . SUITE 274 FORT LAUDERDALE, FL 33321.**

Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

County of Monroe
The Florida Keys

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor Craig Cates, District 1
Mayor Pro Tem Holly Merrill Raschein, District 5
Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4

MSC INTERNATIONAL REALTY LLC
c/o R/A JASON HO, MGR.
7154 N. UNIVERSITY DR., SUITE 274
FORT LAUDERDALE, FL 33321

January 18, 2023

Subject: Code Case: CE18020116
Location: 62910 OVERSEAS HWY., CONCH KEY, FL 33050

Dear Property Owners,

This letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on March 30, 2023 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050. **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.** The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location:

Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

Monica Rodriguez
Code Compliance Research Analyst 305-289-2586
Rodriguez-monica@monroecounty-fl.gov

Special Magistrate Hearing - March 30, 2023

You are invited to a Zoom webinar.
When: Mar 30, 2023 09:00 AM Eastern Time (US and Canada)
Topic: Special Magistrate Hearing - March 30, 2023

Please click the link below to join the webinar:
https://mcbocc.zoom.us/j/85448489399

Or iPhone one-tap :
US: +16465189805,,85448489399# or +16699006833,,85448489399#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 518 9805 or +1 669 900 6833
Webinar ID: 854 4848 9399
International numbers available:
https://mcbocc.zoom.us/u/k108cGWTc

MONROE COUNTY CODE COMPLIANCE
MONROE COUNTY, FLORIDA

Subject: Code Compliance Case CE18020116
Property Location: 62910 OVERSEAS HWY., CONCH KEY, FL 33050
Parcel ID: 00099000000100

MSC INTERNATIONAL REALTY LLC
c/o R/A JASON HO, MGR.
7154 N. UNIVERSITY DR., SUITE 274
FORT LAUDERDALE, FL 33321

MONROE COUNTY FLORIDA
CODE COMPLIANCE DEPARTMENT

REGISTERED MAIL RECEIPTS TRACKING

Case Number: CF18020116

CERT #:
7019 1120 0000 6230 2811

GOOD SERVICE: _____

NO SERVICE: _____

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

MARATHON,FL Postmark Here FEB 3 2023 33050-USPS

Sent To MSC International Realty LLC c/o R/A Jason Ho, Mgr.
Street and Apt. No., or PO Box No. 7154 N. University Dr. Suite 274
City, State, ZIP+4® Fort Lauderdale, FL 33321

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 1120 0000 6230 2811

SENDER: COMPLETE THIS SECTION

- ■ Complete items 1, 2, and 3.
- ■ Print your name and address on the reverse so that we can return the card to you.
- ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
MSC International Realty LLC
c/o R/A Jason Ho, Mgr.
7154 N. University Dr., Suite 274
Fort Lauderdale, FL 33321

9590 9402 7055 1225 7106 65

2. Article Number *(Transfer from service label)*
7019 1120 0000 6230 2811

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*
C. Date of Delivery
2/6/23

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE18020116**
	)	
MSC INTERNATIONAL REALTY LLC,	)	
	)	
Respondent(s).	)	
	)	

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner, Monroe County, will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on April 13, 2022, Book 3167, Page 820 on the property that was the subject of the code compliance action described as: 62910 OVERSEAS HWY. CONCH KEY, FLORIDA 33050, MONROE COUNTY, RE# 00099000000100, **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of January 18, 2023 is $53,101.88 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on **March 30, 2023** at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050. **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.**

Kelly M. Dugan
Assistant County Attorney
Fla. Bar No. 105870
Dugan-Kelly@MonroeCounty-FL.Gov
1111 12th Street, Suite 408
Key West, Florida 33040
(305) 292-3470

CERTIFICATE OF SERVICE

I hereby certify that on this 3 day of February, 2023 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7019 1120 0000 6230 2804 to **7154 N UNIVERSITY DR . # 274 TAMARAC, FL 33321.**

Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

County of Monroe
The Florida Keys

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor Craig Cates, District 1
Mayor Pro Tem Holly Merrill Raschein, District 5
Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4

MSC INTERNATIONAL REALTY LLC
7154 N UNIVERSITY DR. # 274
TAMARAC, FL 33321

January 18, 2023

Subject: Code Case: CE18020116
Location: 62910 OVERSEAS HWY., CONCH KEY, FL 33050

Dear Property Owners,

This letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on March 30, 2023 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050. **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.** The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location:

Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

Monica Rodriguez
Code Compliance Research Analyst 305-289-2586
Rodriguez-monica@monroecounty-fl.gov

Special Magistrate Hearing - March 30, 2023

You are invited to a Zoom webinar.
When: Mar 30, 2023 09:00 AM Eastern Time (US and Canada)
Topic: Special Magistrate Hearing - March 30, 2023

Please click the link below to join the webinar:
https://mcbocc.zoom.us/j/85448489399

Or iPhone one-tap :
US: +16465189805,,85448489399# or +16699006833,,85448489399#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 518 9805 or +1 669 900 6833
Webinar ID: 854 4848 9399
International numbers available:
https://mcbocc.zoom.us/u/k108cGWTc

MONROE COUNTY CODE COMPLIANCE
MONROE COUNTY, FLORIDA

Subject: Code Compliance Case CE18020116
Property Location: 62910 OVERSEAS HWY., CONCH KEY, FL 33050
Parcel ID: 00099000000100

MSC INTERNATIONAL REALTY LLC
7154 N. UNIVERSITY DR. # 274
TAMARAC, FL 33321

MONROE COUNTY FLORIDA
CODE COMPLIANCE DEPARTMENT

REGISTERED MAIL RECEIPTS TRACKING

Case Number: CE18020116

CERT #:
7019 1120 0000 6230 2804

GOOD SERVICE: _____

NO SERVICE: _____

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$

MARATHON,FL Postmark Here FEB 3 2023 33050-USPS

Sent To MSC International Realty LLC
Street and Apt. No., or PO Box No. 7154 N. University Dr. #274
City, State, ZIP+4® Tamarac, FL 33321

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 1120 0000 6230 2804

SENDER: COMPLETE THIS SECTION

- ■ Complete items 1, 2, and 3.
- ■ Print your name and address on the reverse so that we can return the card to you.
- ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
MSC International Realty LLC
7154 N. University Dr. #274
Tamarac, FL 33321

9590 9402 7055 1225 7106 72

2. Article Number (Transfer from service label)
7019 1120 0000 6230 2804

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X _____ ☐ Agent ☐ Addressee

B. Received by (Printed Name) Crystal Lejeune C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

County of Monroe
The Florida Keys

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor David Rice, District 4
Mayor Pro Tem Craig Cates, District 1
Michelle Coldiron, District 2
James K. Scholl, District 3
Holly Merrill Raschein, District 5

MSC INTERNATIONAL REALTY LLC
7154 N UNIVERSITY DR # 274
TAMARAC, FL 33321

June 28, 2022

Subject: Code Case: CE18020116
Location: 62910 OVERSEAS HWY CONCH KEY, FL 33050

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien against your property as a result of the above referenced code compliance action. This lien is a lien on the property that was the subject of the code compliance action and upon any **and** all other real and/or personal property you own.

Our records indicate that the violation(s) remains on your property. Because your property is not in compliance the fines continue to accrue in the amount of $ 100.00 per day until the property comes into compliance. A daily fine of $ 100.00 per day has currently accrued for 82 days for a current total of $ 8200.00. This fine is for charge 21-74.(2)a (commercial solid waste collection required) ONLY.

Additionally, pursuant to F.S. §162.07(2), since the County prevailed in prosecuting the case before the Special Magistrate for Code Compliance, the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). To date, these costs are $ 1101.88 and costs will continue to accrue until the violations are corrected and the case is closed.

Therefore, the current amount of the Monroe County lien is $ 9,301.88 and fines and costs will continue to accrue until compliance is achieved and payment is received.

Failure to bring your property into compliance within 15 days may result in a referral to the Monroe County Attorney's Office for further action.

Respectfully yours,

Cynthia J McPherson

CYNTHIA J. MCPHERSON
305.289.2508
McPherson-Cynthia@monroecounty-fl.gov

County of Monroe
The Florida Keys

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor David Rice, District 4
Mayor Pro Tem Craig Cates, District 1
Michelle Coldiron, District 2
Vacant, District 3
Holly Merrill Raschein, District 5

MSC INTERNATIONAL REALTY LLC
7154 N UNIVERSITY DR # 274
TAMARAC, FL 33321

April 13, 2022

Subject: Code Case CE18020116
Property Location: 62910 OVERSEAS HWY, CONCH KEY, FL 33050
Real Estate No.: 00099000000100

Dear Property Owner(s),

This letter is to inform you that our records indicate that the violation(s) remain on your property and the fines will continue to run in the amount of $100.00 per day for the charge of 21-74.(2)a until the property comes into compliance. Please note: additional daily fines will begin to accrue in the amount of $300.00 per day on August 30, 2022 if the property remains in violation for the charges of 110-140.(a), 20-51.(a) and 6-103.(d).

Additionally, a lien against your property was recorded in the Official Records of Monroe County on 04/13/22, Book 3167, Page 820. The current amount of the County's lien is $ 1,801.88 (fines and costs) which continue to accrue and increase until the case is compliant and closed.

This lien is a lien on the property that was the subject of the code enforcement action **and** upon any and all other real and/or personal property you own.

You can resolve this matter by bringing the property into compliance and remitting payment in full to: Monroe County Code Compliance Department; Attention: Nicole Petrick; 2798 Overseas Highway, Suite 330; Marathon, Florida 33050. The County will then provide a Release and Satisfaction of Lien to you.

If you have achieved compliance, please contact your Code Inspector at the appropriate location.

Middle Keys:	2798 Overseas Highway, Suite 330,	Marathon, FL 33050 (305) 289-2810
Upper Keys:	102050 Overseas Highway,	Key Largo, FL 33037 (305) 453-8806

Respectfully yours,

Nicole Petrick, Liaison

For questions regarding this letter, please contact your Inspector,

Cynthia McPherson 305-289-2508 McPherson-Cynthia@monroecounty-fl.gov

Doc # 2370833 Bk# 3167 Pg# 820 Electronically Recorded 4/13/2022 at 2:33 PM Pages 19
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
ElectronicallyREC: $163.00

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

MSC INTERNATIONAL REALTY LLC
Respondent(s).

Case No.: CE18020116
Subject Property Real Estate Number: 00099000-000100

LIEN / FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative **SIGNED A STIPULATION AGREEMENT WITH MONROE COUNTY** were not present via zoom webinar on **February 24, 2022** and **did not** contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth and attached hereto.

(x) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing.
(x) The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing served upon the Respondent(s).
( ) ONE-TIME FINE - The violation(s) is found to be irreparable or irreversible and a one-time fine of $ _____ is ORDERED, payable within _____ days of this Order.
(x) COSTS - Pursuant to Section 162.07(2) of Florida Statutes all costs incurred by the County in prosecuting the case is ordered to be paid within thirty (30) days of compliance. Costs will continue to accrue until compliance is achieved and the case is closed.
(x) The Respondent(s) shall comply with the Code(s) referred to in the Notice of Violation/Notice of Hearing on or before ***04/05/2022 and 08/30/2022 (see below)** ("**THE COMPLIANCE DATE**").
(x) In the event the violation(s) were or are not corrected on the compliance date previously ordered or on the compliance date set forth herein, fine(s) in the dollar amount:

110-140.(a)	**$ 100.00**	***Compliance Date: 08/30/22**	
142-4	**$ 100.00**	***Compliance Date: 04/05/22**	
17-6.(b)(2)*	**$ 100.00**	***Compliance Date: 04/05/22**	
20-51.(a)	**$ 100.00**	***Compliance Date: 08/30/22**	
21-20.(a)	**$ 100.00**	***Compliance Date: 04/05/22**	
21-74.(2)a	**$ 100.00**	***Compliance Date: 04/05/22**	
6-103.(d)	**$ 100.00**	***Compliance Date: 08/30/22**	**(PER AGREEMENT)**

for each day BEGINNING ON THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

(x) It is further ordered, that the County is hereby authorized to make all reasonable repairs including demolition which are required to bring the property into compliance and charge the Respondent(s) with the cost of repairs incurred by the County, the costs of prosecution incurred by the County and any fines Ordered in this matter.

(x) The Respondent(s) **were** in violation of the MONROE COUNTY CODE(S) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before **THE COMPLIANCE DATE** but are now in compliance. The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Compliance within thirty (30) days of this Order.

(x) The Special Magistrate incorporates by reference the allegation(s) in the Notice of Violation/Notice of Hearing (attached hereto) and finds the allegation(s) was/were established by the County's Witness(es), Evidence and/or Exhibits that were introduced and accepted at the hearing.

(x) Other: **STIPULATION AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN.**

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 295-4343 FOR THE LOWER KEYS.

DATED this 28th day of February, 2022.

John G. Van Laningham, Special Magistrate

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole Petrick, Liaison

CASE NUMBER: CE18020116

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

MSC INTERNATIONAL REALTY LLC
7154 N University Dr #274
TAMARAC, FL 33321

Location of subject property:
62910 OVERSEAS HWY
CONCH KEY, FL 33050

Real Estate Number: 00099000-000100

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / **first class U.S. mail** to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative N/A on this 28th day of February, 2022.

Nicole Petrick, Liaison

MONROE COUNTY CODE ENFORCEMENT
SPECIAL MAGISTRATE

Monroe County Code Enforcement
Petitioner

vs. Case Number: CE18020116

MSC International Realty LLC
Respondent(s)

STIPULATION TO CODE VIOLATION AND FOR TIME TO COMPLY FOR FIRST TIME OFFENSES

In the matter of: 62910 Overseas Hwy., Conch Key, FL 33050
RE# 00099000-000100

MSC International Realty LLC (herein after referred to jointly and severally as "Respondent(s)") and Monroe County Code Enforcement ("Petitioner"), by and through the undersigned individuals, hereby agree and stipulate to the following:

1. Respondent(s) agrees that I/we received the Notice of Hearing issued in this case, and that a hearing is scheduled to be heard on February 24, 2022 to determine whether the charges alleged in the Notice of Violation and Notice of Hearing are accurate and supported by substantial evidence ("Hearing").

2. Respondent(s) agrees that the violation(s) exist as alleged in the Notice of Violation which was served in this matter. Respondent(s) understands that he/she could appear at the Hearing and contest any evidence to be submitted by Code

Enforcement. However, by entering into this Stipulation, Respondent(s) understands and agrees that:

(a) He/she need not appear at the Hearing, but instead, stipulates to entry of the finding against Respondent(s); and

(b) Any evidence in the Code Enforcement file will be deemed the record in the case; and

(c) He or she waives the right to appeal any finding of violation or order that he or she would otherwise have under Section 162.11, Florida Statutes.

3. The Respondent(s) understand that the property will be checked for compliance on April 5, 2022 for code sections, 142-4. (Prohibited Signs); 17-6(b)(2) (Recreational Vehicle Habitation Prohibited); 21-20 (a) (Premises to be Cleaned) and 21-74(2) a (Commercial Solid Waste Service Required)

4. The Respondent(s) understand that the property will be checked for compliance on August 30, 2022 for code sections, 110-140 (a) (Permits Required); 20-51 (a) (Mandatory Wastewater Connection Required) and 6-103 (d) (Failure to Obtain Inspections for Permit #17203672).

5. The parties understand that a fine of $700.00 per day that shall accrue daily if the property is not brought into compliance within the time specified in paragraph 3.

6. The Respondent(s) understands that if the Respondent(s) fails to comply within the time given in paragraphs 3 and 4, the fine(s) shall accrue each day the violation(s) remain as follows.

110-140 (a)	$100.00/day
142-4.	$100.00/day
17-6.(b)(2)	$100.00/day
20-51 (a)	$100.00/day
21-20 (a)	$100.00/day
21-74. (2)a	$100.00/day
6-103.(d)	$100.00/day

7. The Respondent(s) agree to pay all costs incurred in prosecuting the case within 30 days of compliance and that such costs shall be imposed as a lien under Section 162.09(2) (d), Florida Statutes, and Monroe County Code section 8-29(b).

8. Respondent(s) specifically agree that this Stipulation Agreement shall be recorded in the public records of the County and shall constitute notice to subsequent purchasers, successors in interests, or assigns that the violation of Monroe County Code 110-140(a); 142-4.;17-6. (b)(2); 20-51 (a); 21-20 (a); 21-74.(2)a; and 6-103 (d) exists. This Stipulation Agreement shall be recorded as a lien against the property and upon any other real or personal property owned by the Respondent(s) if the property is not brought into compliance by the date specified in paragraph 3.

9. Respondent(s) agrees and represents that Respondent(s) entered into this Stipulation of the Respondent(s)'s own free will. Respondent(s) further understands and agrees that he/she has the right to consult with counsel prior to signing this Stipulation, and has done so or has elected to waive this right.

10. The Respondent(s) understand and acknowledge that the sale of the subject property prior to compliance of the property and/or prior to the date specified in paragraphs 3 and 4 will negate the stay of fines and the full amount of accrued fines will be reinstituted.

11. The parties understand and agree that the Respondent(s) may revoke this Stipulation and that such revocation must be done in writing or done in person with Inspector McPherson by the end of business January 28, 2022.

By signing this Stipulation, both parties represent that they have READ, UNDERSTOOD, AND CONSENT to its terms and conditions.

Signature of Respondent(s) / Date

WAN TO HO
Print Name

STATE OF Florida
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Wan To Ho who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 14th day of February 2022

NOTARY PUBLIC

My commission expires 3/14 2025

LAURIE L JACKSON
Notary Public - State of Florida
Commission # HH 093495
My Comm. Expires Mar 14, 2025

Signature of Respondent(s) / Date

JASON HO
Print Name

STATE OF Florida
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Jason Ho who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 14th day of February 2022

NOTARY PUBLIC

My commission expires 3/14 2025

LAURIE L JACKSON
Notary Public - State of Florida
Commission # HH 093495
My Comm. Expires Mar 14, 2025

Cynthia J McPherson 2/17/22
Signature of Petitioner (County) / Date

Cynthia J. McPherson
Print name

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Cynthia J. McPherson who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 17th day of Feb 2022

NOTARY PUBLIC

NICOLE M. PETRICK
MY COMMISSION # HH 207102
EXPIRES: January 3, 2026

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: MSC INTERNATIONAL REALTY LLC
1856 NW 38TH AVE
FT LAUDERDALE FL 33311-4119

Case Number: CE18020116

Location: 62910 OVERSEAS HWY. , CONCH KEY, FL 33050
Re Number: 00099000000100

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 02/27/2018 and subsequently found the following violation(s) of the Monroe County Code:

110-140.(a) - BUILDING PERMIT REQ/CH 6
PERMITS INCLUDING MINOR/MAJOR USE PERMITS,
APPROVALS AND ALL INSPECTIONS ARE REQUIRED FOR:
1. MOBILE OFFICE/BOX TRAILERS/SHIPPING CONTAINERS
2. MOBILE FOOD TRUCK
3. WHOLESALE/RETAIL SALTWATER PRODUCT SALES
4. FILL/RECYCLED ASPHALT/BOULDERS
5. SHADE CANOPY STRUCTURES
6. IN-FILLED CEMENT BLOCK WALLS
7. WOOD DOCK
8. STORAGE/OUT BUILDINGS
9. SIGNAGE

Corrective Action Required:
Contact the Monroe County Building and Planning Department and obtain an after the fact permit or demolition permit.
NOTE: All permit fees and permit requirements are based on the specific scope of work. Additional permits, permit fees, mitigation fees, or restoration of the property to original condition may be required. The minimum fee for an After The Fact permit is $500.00 (five hundred dollars) as per Monroe County Code. All permits will require PASSING FINAL INSPECTIONS.

PETITIONER'S EXHIBIT
1 1 of 12

142-4 - PROHIBITED SIGNS
SIGNANGE OR VEHICULAR PARKING IN A CLEAR SIGHT TRIANGLE AT ANY LOCATION THAT MY INTERFERE WITH OR OBSTRUCT THE VIEW OF AUTHORIZED TAFFIC IS PROHIBITED.

Corrective Action Required:
Contact the Monroe County Planning Department at 305.453.8800 (Key Largo); 305.289.2500 (Marathon or Stock Island) for information and/or permit requirements; or remove.

17-6.(b)(2)* - HABITATION PROHIBITED
ALL VEHICLES/RECREATIONAL VEHICLES PARKED OR STORED ON LOT MAY NOT BE USED FOR HABITATION.

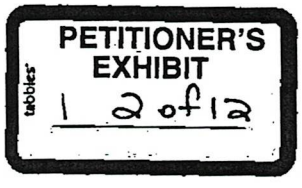
Corrective Action Required:
Cease and desist the habitation of the vehicle(s) described.
Contact the Code Compliance Inspector upon compliance.

20-51.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO COMPLETE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM AND/OR DECOMMISSIONING ANY ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM WITHIN 30 DAYS OF NOTICE OF AVAILABILITY OF SERVICES. PERMIT #16206508 FOR SEWER TIE WITH TANK ABANDONMENT REMAINS OPEN WITH NO INSPECTIONS.

Corrective Action Required:
1.CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN A SEPTIC ABANDONMENT PERMIT.

2. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AT 305-289-2501 WITH ANY QUESTIONS REGARDING YOUR PERMIT.

NOTE: ALL PERMITS AND CONNECTIONS WILL REQUIRE A PASSING FINAL INSPECTION FROM ALL APPROPRIATE AGENCIES. COMPLIANCE WILL BE ACHIEVED WHEN THE MONROE COUNTY PERMIT HAS BEEN CLOSED.



21-20.(a) - PREMISES TO BE CLEANED -
PREMISES TO BE CLEANED OF ALL TRASH & DEBRIS; BROKEN PALLETS, HOUSEHOLD ITEMS, TARPS, ETC.

Corrective Action Required:
Remove all debris, garbage, litter and/or items specified by the Code Enforcement Inspector. Removal of said materials does not authorize the cutting or removal of native or other vegetation without a permit if required.

21-74.(2)a - COMMERCIAL SOLID WASTE COLLECTION
BUSINESSES THAT OPERATE WITHIN THE COUNTY THAT GENERATE SOLID WASTE MUST ENTER INTO AN AGREEMENT TO PROVIDE COLLECTION SERVICES WITH THE COLLECTOR IN YOUR AREA.

Corrective Action Required:
CONTACT MARATHON GARBAGE SERVICE AND OBTAIN A COLLECTION SERVICES AGREEMENT (305) 743-5165.

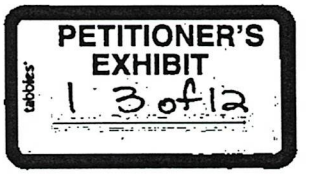
6-103.(d) - Failure to Obtain Inspections
PERMIT # 17203672 TO INSTALL WHITE PVC FENCING AROUND PERIMETER OF PROPERTY 6 FT HIGH WITH 3 FT WALK THRU GATE; AND 4 FT MASONARY/CONCRETE WALL ALONG SIDE FACING US #1 WITH NEW 18 FT SLIDING GATE HAS EXPIRED WITH NO FINAL INSEPCTIONS.

Corrective Action Required:
Contact the Monroe County Building Department for permit renewal, inspection, and/or closure requirements.

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 02/24/2022 at 9:00 AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida. ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.**

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **02/16/2022** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.



( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, or email directly to Petrick-Nicole@monroecounty-fl.gov, prior to the date of the hearing. You may request a copy of your case file by filing a public records request online: https://monroecountyfl.nextrequest.com. If you are requesting the case file in preparation for your hearing, your request should be submitted no less than ten (10) days prior to your scheduled hearing.

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

Cynthia McPherson

MCPHERSON, CYNTHIA
Code Inspector 305.289.2508



Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

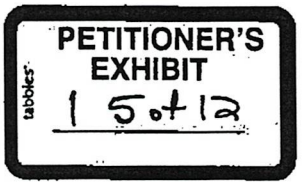
CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail. Return Receipt Request No.: 7013 1090 0000 4227 3618 on January 10, 2022

Lisa Y Marshall
Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

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

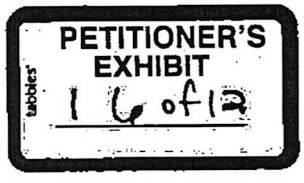


Special Magistrate Hearing - February 24, 2022

You are invited to a Zoom webinar.
When: Feb 24, 2022 09:00 AM Eastern Time (US and Canada)
Topic: Special Magistrate Hearing - February 24, 2022

Please click the link below to join the webinar:
https://mcbocc.zoom.us/j/87171256770

Or iPhone one-tap :
US: +16465189805,,87171256770# or +16699006833,,87171256770#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 518 9805 or +1 669 900 6833
Webinar ID: 871 7125 6770
International numbers available: https://mcbocc.zoom.us/u/kx9UIQ58k



County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: JASON HO, MANAGER/REG. AGENT
7154 N. UNIVERSITY DRIVE, SUITE 274
FT LAUDERDALE FL 33321

Case Number: CE18020116

Re: MSC INTERNATIOANL REALTY LLC
Location: 62910 OVERSEAS HWY., CONCH KEY, FL 33050
Re Number: 00099000000100

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 02/27/2018 and subsequently found the following violation(s) of the Monroe County Code:

110-140.(a) - BUILDING PERMIT REQ/CH 6
PERMITS INCLUDING MINOR/MAJOR USE PERMITS,
APPROVALS AND ALL INSPECTIONS ARE REQUIRED FOR:
1. MOBILE OFFICE/BOX TRAILERS/SHIPPING CONTAINERS
2. MOBILE FOOD TRUCK
3. WHOLESALE/RETAIL SALTWATER PRODUCT SALES
4. FILL/RECYCLED ASPHALT/BOULDERS
5. SHADE CANOPY STRUCTURES
6. IN-FILLED CEMENT BLOCK WALLS
7. WOOD DOCK
8. STORAGE/OUT BUILDINGS
9. SIGNAGE

Corrective Action Required:
Contact the Monroe County Building and Planning Department and obtain an after the fact permit or demolition permit.
NOTE: All permit fees and permit requirements are based on the specific scope of work. Additional permits, permit fees, mitigation fees, or restoration of the property to original condition may be required. The minimum fee for an After The Fact permit is $500.00 (five hundred dollars) as per Monroe County Code. All permits will require PASSING FINAL INSPECTIONS.

PETITIONER'S EXHIBIT
tabbies 1 7 of 12

142-4 - PROHIBITED SIGNS

SIGNANGE OR VEHICULAR PARKING IN A CLEAR SIGHT TRIANGLE AT ANY LOCATION THAT MY INTERFERE WITH OR OBSTRUCT THE VIEW OF AUTHORIZED TAFFIC IS PROHIBITED.

Corrective Action Required:
Contact the Monroe County Planning Department at 305.453.8800 (Key Largo); 305.289.2500 (Marathon or Stock Island) for information and/or permit requirements; or remove.

17-6.(b)(2)* - HABITATION PROHIBITED

ALL VEHICLES/RECREATIONAL VEHICLES PARKED OR STORED ON LOT MAY NOT BE USED FOR HABITATION.

Corrective Action Required:
Cease and desist the habitation of the vehicle(s) described.
Contact the Code Compliance Inspector upon compliance.

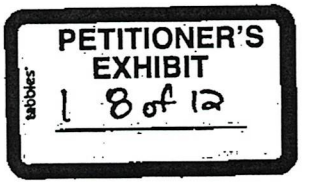
20-51.(a) - MANDATORY CONNECTION/SEWER

FAILURE TO COMPLETE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM AND/OR DECOMMISSIONING ANY ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM WITHIN 30 DAYS OF NOTICE OF AVAILABILITY OF SERVICES. PERMIT #16206508 FOR SEWER TIE WITH TANK ABANDONMENT REMAINS OPEN WITH NO INSPECTIONS.

Corrective Action Required:
1.CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN A SEPTIC ABANDONMENT PERMIT.

2. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AT 305-289-2501 WITH ANY QUESTIONS REGARDING YOUR PERMIT.

NOTE: ALL PERMITS AND CONNECTIONS WILL REQUIRE A PASSING FINAL INSPECTION FROM ALL APPROPRIATE AGENCIES. COMPLIANCE WILL BE ACHIEVED WHEN THE MONROE COUNTY PERMIT HAS BEEN CLOSED.



21-20.(a) - PREMISES TO BE CLEANED
PREMISES TO BE CLEANED OF ALL TRASH & DEBRIS; BROKEN PALLETS, HOUSEHOLD ITEMS, TARPS, ETC.

Corrective Action Required:
Remove all debris, garbage, litter and/or items specified by the Code Enforcement Inspector. Removal of said materials does not authorize the cutting or removal of native or other vegetation without a permit if required.

21-74.(2)a - COMMERCIAL SOLID WASTE COLLECTION
BUSINESSES THAT OPERATE WITHIN THE COUNTY THAT GENERATE SOLID WASTE MUST ENTER INTO AN AGREEMENT TO PROVIDE COLLECTION SERVICES WITH THE COLLECTOR IN YOUR AREA.

Corrective Action Required:
CONTACT MARATHON GARBAGE SERVICE AND OBTAIN A COLLECTION SERVICES AGREEMENT (305) 743-5165.

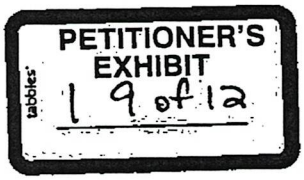
6-103.(d) - Failure to Obtain Inspections
PERMIT # 17203672 TO INSTALL WHITE PVC FENCING AROUND PERIMETER OF PROPERTY 6 FT HIGH WITH 3 FT WALK THRU GATE; AND 4 FT MASONARY/CONCRETE WALL ALONG SIDE FACING US #1 WITH NEW 18 FT SLIDING GATE HAS EXPIRED WITH NO FINAL INSEPCTIONS.

Corrective Action Required:
Contact the Monroe County Building Department for permit renewal, inspection, and/or closure requirements.

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 02/24/2022 at 9:00 AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida.** **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.**

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **02/16/2022** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.



( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, or email directly to Petrick-Nicole@monroecounty-fl.gov, prior to the date of the hearing. You may request a copy of your case file by filing a public records request online: https://monroecountyfl.nextrequest.com. If you are requesting the case file in preparation for your hearing, your request should be submitted no less than ten (10) days prior to your scheduled hearing.

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

Cynthia J McPherson

MCPHERSON, CYNTHIA
Code Inspector 305.289.2508



Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7013 1090 0000 4227 3625 on January 10, 2022

Lisa Marshall
Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

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

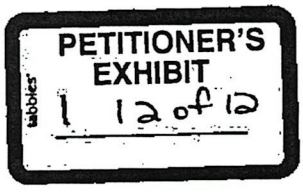


Special Magistrate Hearing - February 24, 2022

You are invited to a Zoom webinar.
When: Feb 24, 2022 09:00 AM Eastern Time (US and Canada)
Topic: Special Magistrate Hearing - February 24, 2022

Please click the link below to join the webinar:
https://mcbocc.zoom.us/j/87171256770

Or iPhone one-tap :
US: +16465189805,,87171256770# or +16699006833,,87171256770#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 518 9805 or +1 669 900 6833
Webinar ID: 871 7125 6770
International numbers available: https://mcbocc.zoom.us/u/kx9UlQ58k



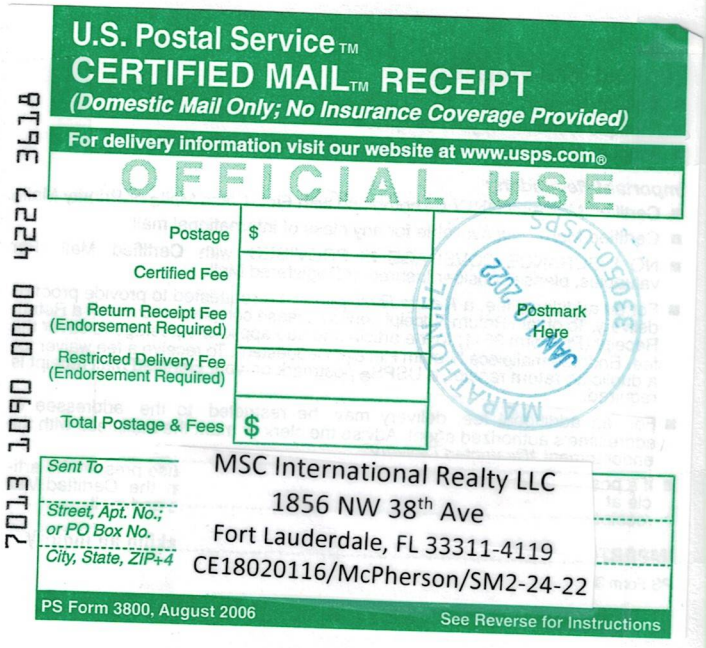
MONROE COUNTY FLORIDA
CODE COMPLIANCE DEPARTMENT

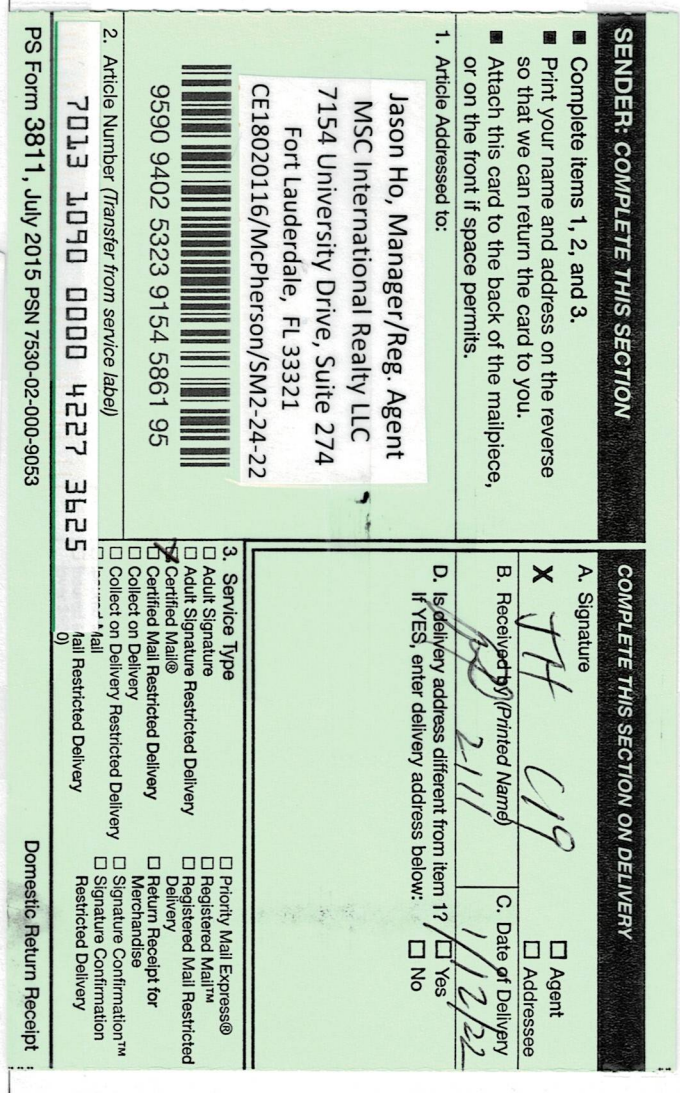
REGISTERED MAIL RECEIPTS

Complaint Number:
CE 18020116

CERT #:
7013 1090 0000 4227 3618

GOOD SERVICE: _____
NO SERVICE: _____





PETITIONER'S EXHIBIT
2 1 of 8
1952

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

CASE: CE18020116
INSP: MCPHERSON, CYNTHIA

I, Andres D. Garcia, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: MSC INTERNATIONAL REALTY LLC , described as 62910 OVERSEAS HWY , CONCH KEY, FL 33050 , having the property RE#: 00099000000100 with the Notice of Violation/Notice of Hearing for this case with a Hearing Date of 02/24/2022 .

THIS NOTICE WAS POSTED AT:

X SUBJECT PROPERTY AS STATED ABOVE
Date: 2/7/22 Time: 2:04pm

____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

X Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: 2/4/22 Time: 9:55am

____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: _____

Sworn to and subscribed before me this 7 day of February, 2022.

Lisa S. Marshall
Notary Public, State of Florida

LISA S. MARSHALL
MY COMMISSION # HH 070328
EXPIRES: December 8, 2024
Bonded Thru Notary Public Underwriters

CERTIFICATION OF MAILING:

I, Lisa Marshall, Monroe County Code Compliance, declare under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: MSC INTERNATIONAL REALTY LLC , 1856 NW 38TH AVE , FT LAUDERDALE, FL 33311-4119 .

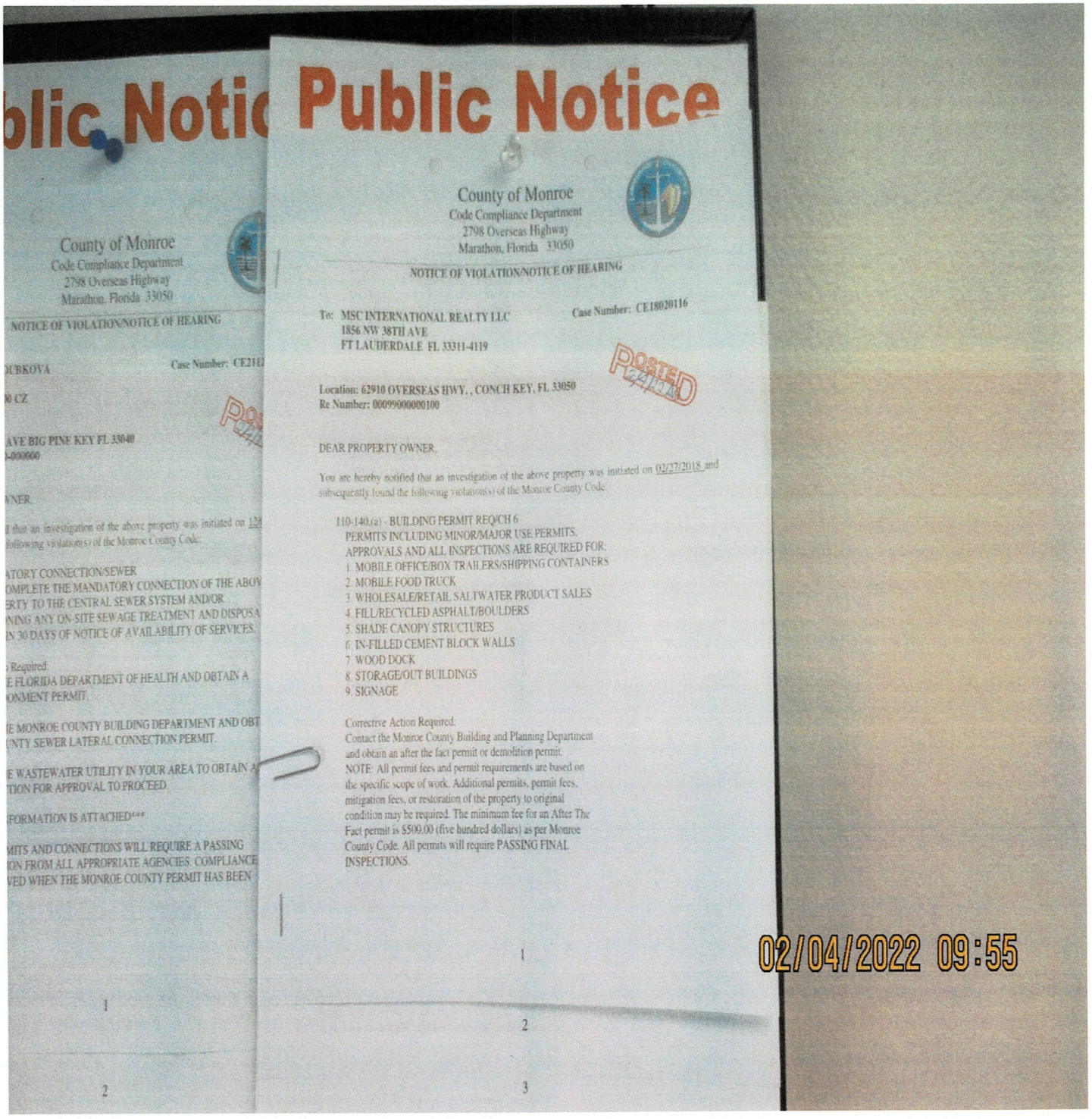
Signature: Lisa Marshall

Sworn to and subscribed before me this 9 day of Feb, 2022.

Jamie Gross
Notary Public, State of Florida

JAMIE L GROSS
Notary Public - State of Florida
Commission # GG 315057
My Comm. Expires Mar 21, 2023
Bonded through National Notary Assn.

PETITIONER'S EXHIBIT
tabbies
2 2 of 8



COURTHOUSE POSTING

CE18020116 – MSC INTERNATIONAL REALTY LLC

62910 OVERSEAS HWY – CONCH KEY

POSTED ON BEHALF OF SR. INSP. CYNTHIA J. MCPHERS

02/04/2022

PETITIONER'S EXHIBIT
2 3 of 8
tabbies



COURTHOUSE POSTING

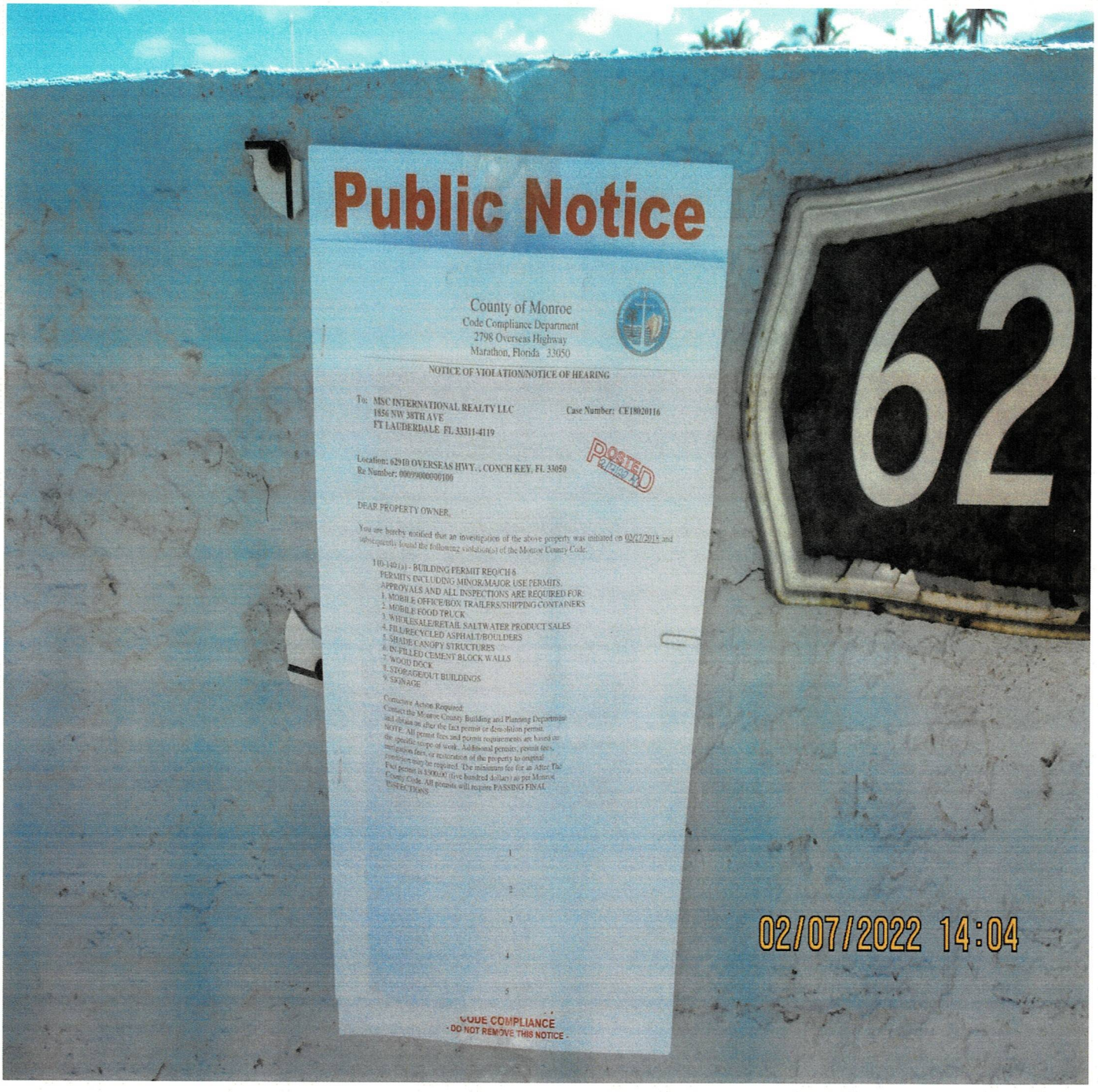
CE18020116 – MSC INTERNATIONAL REALTY LLC

62910 OVERSEAS HWY – CONCH KEY

POSTED ON BEHALF OF SR. INSP. CYNTHIA J. MCPHERS

02/04/2022

PETITIONER'S EXHIBIT
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2 4 of 8



PROPERTY POSTING

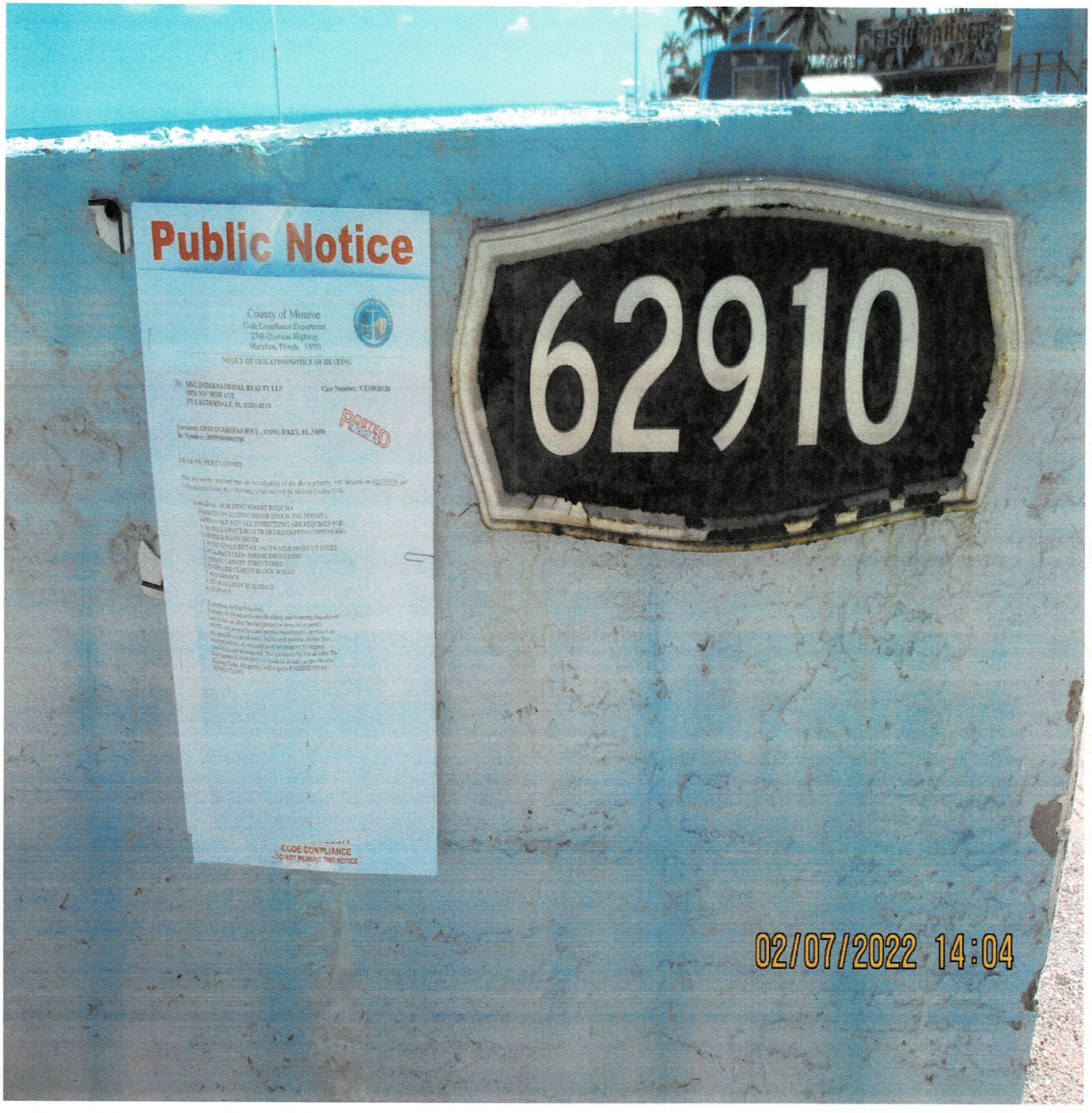
CE18020116 – MSC INTERNATIONAL REALTY LLC

62910 OVERSEAS HWY – CONCH KEY

POSTED ON BEHALF OF SR. INSP. CYNTHIA J. MCPHE

02/07/2022

PETITIONER'S EXHIBIT
2 5 of 8
tabbies



PROPERTY POSTING

CE18020116 – MSC INTERNATIONAL REALTY LLC

62910 OVERSEAS HWY – CONCH KEY

POSTED ON BEHALF OF SR. INSP. CYNTHIA J. MCPHE

02/07/2022

PETITIONER'S EXHIBIT
tabbies
2 6 of 8



PROPERTY POSTING

CE18020116 – MSC INTERNATIONAL REALTY LLC

62910 OVERSEAS HWY – CONCH KEY

POSTED ON BEHALF OF SR. INSP. CYNTHIA J. MCPHERSO

02/07/2022

PETITIONER'S EXHIBIT
2 7 of 8
1958

MONROE COUNTY FLORIDA
CODE COMPLIANCE DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number:
CE 18020116

CERT #:
7013 1090 0000 4227 3625

GOOD SERVICE: _____
NO SERVICE: _____

7013 1090 0000 4227 3625

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

33050-USPS
Postmark Here
JAN 10 2022
MARATHON, FL

Sent To: Jason Ho, Manager/Reg. Agent
Street, A or PO B: MSC International Realty LLC
City, Sta: 7154 University Drive, Suite 274
Fort Lauderdale, FL 33321
CE18020116/McPherson/SM2-24-22

PS Form 3800, August 2006 — See Reverse for Instructions

PETITIONER'S EXHIBIT
2 8 of 8

Monroe County Code Compliance Department

102050 Overseas Hwy, Suite 225
Key Largo, FL 33037
Phone: (305) 453-8806 Fax: (305) 453-8819

2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227
Phone: (305) 289-2810 Fax: (305) 289-2858

5503 College Rd, Suite 204
Stock Island, FL 33040
Phone: (305) 295-4343 Fax: (305) 295-4334

Conch Key

Community Concerns & Complaint Form

Date: 01/15/18

Method of Delivery: Phone (✓) In Person ( ) Other ( ) _____

Please include details pertaining to the complaint, address of complaint or description of the location. (street name and number, RE#, etc)

62910 Overseas Hwy., Conch Key. Built w/o permit. (including outside remodeling work on site.)

- sewer violation

RE: 00099000 - 000100

Follow Up Contact: ( ) None/Anonymous (✓)

Please indicate the best way to contact you:

Phone: —

E-mail: —

Name/Address: —

Complaint Taken By: Gabriela Henri

PETITIONER'S EXHIBIT 3 1 of 19

Monroe County Code Compliance Department
102050 Overseas Hwy, Suite 225
Key Largo, FL 33037
Phone: (305) 453-8806 Fax: (305) 453-8819

2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227
Phone: (305) 289-2810 Fax: (305) 289-2858

5503 College Rd, Suite 204
Stock Island, FL 33040
Phone: (305) 292-4495 Fax: (305) 295-4344

Community Concerns & Complaint Form

Date: 2/23/18 Method of Delivery: Phone ( ) In Person (X) Other ( )

Please include details pertaining to the complaint, address of complaint or description of the location. (street name and number, RE#, etc)

62910 O/S Hwy - Asphalt on this lot w/o permit - Cutting through other property to access this property - w/o easement - doing work outside scope of permit.

Follow Up Contact: ( ) None/Anonymous ( )

Please indicate the best way to contact you:

Phone: _____

E-mail: _____

Name/Address: _____

Complaint Taken By: SR

PETITIONER'S EXHIBIT 3 2 of 19

1961

CE18020116

Monroe County Code Compliance Department
102050 Overseas Hwy, Suite 225
Key Largo, FL 33037
Phone: (305) 453-8806 Fax: (305) 453-8819

2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227
Phone: (305) 289-2810 Fax: (305) 289-2858

5503 College Rd, Suite 204
Stock Island, FL 33040
Phone: (305) 295-4343 Fax: (305) 295-4334

Community Concerns & Complaint Form

Date: 8-20-18

Method of Delivery: Phone ( ) In Person (✓) Other ( ) _____

Please include details pertaining to the complaint, address of complaint or description of the location. (street name and number, RE#, etc)

Conch Key - 62910 Overseas Hwy / Marathon Fla.
Approximately 240 LF of Block wall with no Footer
And very little Rebar.

Follow Up Contact: (✓) None/Anonymous ( )

Please indicate the best way to contact you:

Phone: (770) 548-5968

E-mail: taylormadecabinetry@yahoo.com

Name/Address: Jason Moore

Complaint Taken By: Gabriela Henri

PETITIONER'S EXHIBIT 3 3 of 19

Monroe County Code Compliance Department
102050 Overseas Hwy, Suite 225
Key Largo, FL 33037
Phone: (305) 453-8806 Fax: (305) 453-8819

2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227
Phone: (305) 289-2810 Fax: (305) 289-2858

5503 College Rd, Suite 204
Stock Island, FL 33040
Phone: (305) 295-4343 Fax: (305) 295-4334

Conch Key

Community Concerns & Complaint Form

Date: 8-20-18

Method of Delivery: Phone ( ) In Person (✓) Other ( ) _____

Please include details pertaining to the complaint, address of complaint or description of the location. (street name and number, RE#, etc)

Conch Key, 62910 Overseas Hwy Marathon Fla unpermitted Plumbing, Electrical, Grading/site work parking Lot Ect.

Follow Up Contact: (✓) None/Anonymous ( )

Please indicate the best way to contact you:

Phone: (770) 548-5968

E-mail: taylormadecabinetry@yahoo.com

Name/Address: Jason Moore

Complaint Taken By: Jobride Henri

PETITIONER'S EXHIBIT 3 4 of 9

Monroe County Code Compliance Department
102050 Overseas Hwy, Suite 225
Key Largo, FL 33037
Phone: (305) 453-8806 Fax: (305) 453-8819

2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227
Phone: (305) 289-2810 Fax: (305) 289-2858

5503 College Rd, Suite 204
Stock Island, FL 33040
Phone: (305) 295-4343 Fax: (305) 295-4334

Community Concerns & Complaint Form

Date: 8-20-14

Method of Delivery: Phone ( ) In Person (✓) Other ( ) _____

Please include details pertaining to the complaint, address of complaint or description of the location. (street name and number, RE#, etc)

Conch Key, 62910 overseas Hwy. Marathon Fla.
unpermitted housing as per pre-approved plans
the plan states 1-mobile Home. . . . there are 9 units

Follow Up Contact: (✓) None/Anonymous ( )

Please indicate the best way to contact you:

Phone: (305) 548-5968

E-mail: taylormadecabinetry6@yahoo.com

Name/Address: JASON Moore

Complaint Taken By: Yolanda Henri

PETITIONER'S EXHIBIT tabbies 3 5 of 19

Monroe County Code Compliance Department
102050 Overseas Hwy, Suite 225
Key Largo, FL 33037
Phone: (305) 453-8806 Fax: (305) 453-8819

2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227
Phone: (305) 289-2810 Fax: (305) 289-2858

5503 College Rd, Suite 204
Stock Island, FL 33040
Phone: (305) 295-4343 Fax: (305) 295-4334

Community Concerns & Complaint Form

Date: 12/5/18

Method of Delivery: Phone (N) In Person ( ) Other ( ) _____

Please include details pertaining to the complaint, address of complaint or description of the location. (street name and number, RE#, etc)

62910 Overseas Hwy
Building a structure w/o permit. Lot was residential, now it seems to be commercial.

Follow Up Contact: ( ) None/Anonymous (N)

Please indicate the best way to contact you:

Phone: _____

E-mail: _____

Name/Address: _____

Complaint Taken By: Amberle Berry

PETITIONER'S EXHIBIT
tabbies
3 6 of 19

Monroe County Code Compliance Department
102050 Overseas Hwy, Suite 225
Key Largo, FL 33037
Phone: (305) 453-8806 Fax: (305) 453-8819

2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227
Phone: (305) 289-2810 Fax: (305) 289-2858

5503 College Rd, Suite 204
Stock Island, FL 33040
Phone: (305) 295-4343 Fax: (305) 295-4334

Community Concerns & Complaint Form

Date: 1/11/19

Method of Delivery: Phone (N) In Person ( ) Other ( ) _____

Please include details pertaining to the complaint, address of complaint or description of the location. (street name and number, RE#, etc)

62910 Overseas Hwy. Conch Key
Concreting area for a boat ramp w/o permit.
Concrete going into water. Resurfacing boat ramp.

Follow Up Contact: ( ) None/Anonymous (N) Working on it right now.

Please indicate the best way to contact you:

Phone: _____

E-mail: _____

Name/Address: _____

Complaint Taken By: Amberle Berry

+ Touch of Atlantis Corporation

PETITIONER'S EXHIBIT 3 7 of 19

CE18020116 – asphalt w/o permit

Marshall-Lisa

From: Code Compliance Complaint <do_not_reply@civicplus.com>
Sent: Saturday, February 20, 2021 3:59 PM
To: Code_Compliance_Complaints
Subject: New request received

CAUTION: This email originated from outside of the County. Whether you know the sender or not, do not click links or open attachments you were not expecting.

Category Code Compliance Complaint has received a new request.

Here is what we have on file:

Code Compliance Complaint Form

#5728

View Request

Category:	Code Compliance Complaint
Priority:	3
Assigned To:	Unassigned
Submitted:	2/20/2021 3:58 PM
Source:	Website 209.208.216.240

SUBMITTER
Sgt. Joel Slough
3103 Overseas Highway
Marathon , FL 33050
CONTACT
JSlough@Keysso.net
305-289-2430

62910 OVERSEAS HWY, CONCH KEY
MC INTERNATIONAL REALTY LLC
63,

View any uploaded files by proceeding to the link below and looking up your request by RequestID

http://www.monroecounty-fl.gov/admin/requesttracker.aspx

OR

View any uploaded files by signing in and proceeding to the link below

http://www.monroecounty-fl.gov/admin/FormHistory.aspx?SID=5135

REQUEST DETAILS

Description

A concerned citizen reported via telephone that several illegal structures on the property several of which are suspected to be illegal residences. They also reported raw sewage from an RV style camper and the illegal structures being leaked onto the ground and into the water. A reported food truck is also suspected to be unlicensed and selling food on the weekends. I advised the citizen I would forward the complaint to code enforcement.

Please notify the following agencies instead of using this eComplaint Form if reporting:>

- For complaints regarding CONTRACTORS please use the Contractor/Unlicensed Contractor Complaint eForm by clicking HERE instead, or you may contact the investigator directly at 305-289-2516 or by email.

- In-progress Illegal Dumping, Vandalism and/or Trespassing, please call the Sheriff's office: 911

PETITIONER'S EXHIBIT 3 8 of 19
tabbies
1967

- Animal Nuisance complaints please call Animal Control: 305-294-4857.

Otherwise, please enter a description of the violation below and all other fields as required.

Brief Description

A concerned citizen reported via telephone that several illegal structures on the property several of which are suspected to be illegal residences. They also reported raw sewage from an RV style camper and the illegal structures being leaked onto the ground and into the water. A reported food truck is also suspected to be unlicensed and selling food on the weekends. I advised the citizen I would forward the complaint to code enforcement.

Address of Alleged Violation

62910 OVERSEAS HWY, CONCH KEY

Property Owner or Tenant if known

MC INTERNATIONAL REALTY LLC

Nearest Mile Marker

63

Your Information

Name

Sgt. Joel Slough

Address

3103 Overseas Highway

Fax Number

305-289-2497

Email Address

JSlough@Keysso.net

Preferred Contact Method

Email

PETITIONER'S EXHIBIT 3 9 of 19
tabbies
1968

McPherson-Cynthia

From: Thompson-LaChelle
Sent: Monday, March 1, 2021 11:06 AM
To: Griffin-Rick; McPherson-Cynthia
Subject: Fwd: Subj: Request Confirmation

LaChelle Thompson
Unlicensed Contractor Code Investigator
Monroe County Building Department
2798 Overseas Hwy., Suite 300
Marathon, Fl 33050
305-289-2516 (Office)
305-570-8202 (Cell)

Begin forwarded message:

> **From:** Joel Slough <JSlough@keysso.net>
> **Date:** March 1, 2021 at 10:40:00 AM EST
> **To:** Pignataro-Paul <Pignataro-Paul@monroecounty-fl.gov>
> **Subject: Subj: Request Confirmation**
>
> ...
>
> CAUTION: This email originated from outside of the County. Whether you know the sender or not, do not click links or open attachments you were not expecting.
>
> I know you guys are super busy. Just following up to see if you might have an update, The reporting party keeps asking if there has been any progress. Thanks in advance.
>
> "We don't rise to the level of our expectations - we fall to the level of our training" - Archilochus, Greek Soldier
>
> Sergeant Joel Slough
> Patrol / Special Weapons and Tactics Team (SWAT)
> Monroe County Sheriffs Office
> 3103 Overseas Highway
> Marathon, Florida 33050
> (305)-289-2430 Office
> (305)-797-0920 Cell



(305)-289-2497 Fax
JSlough@Keysso.net
www.Keysso.net

From: Code Compliance Complaint <do_not_reply@civicplus.com>
Sent: Saturday, February 20, 2021 3:58 PM
To: Joel Slough
Subject: CAUTION: External Email - Subj: Request Confirmation

Thank you for your request!

Here is what we have on file:

Code Compliance Complaint Form #5728
SUBMITTER
Category: Code Compliance Complaint Sgt. Joel Slough
Priority: 3 3103 Overseas Highway
Assigned To: Unassigned Marathon , FL 33050
Submitted: 2/20/2021 3:58 PM CONTACT
Source: Website 209.208.216.240 JSlough@Keysso.net<mailto:JSlough@Keysso.net>
305-289-2430

62910 OVERSEAS HWY, CONCH KEY
MC INTERNATIONAL REALTY LLC
63,

REQUEST DETAILS

Description
A concerned citizen reported via telephone that several illegal structures on the property several of which are suspected to be illegal residences. They also reported raw sewage from an RV style camper and the illegal structures being leaked onto the ground and into the water. A reported food truck is also suspected to be unlicensed and selling food on the weekends. I advised the citizen I would forward the complaint to code enforcement.

Please notify the following agencies instead of using this eComplaint Form if reporting:>

- For complaints regarding CONTRACTORS please use the Contractor/Unlicensed Contractor

PETITIONER'S EXHIBIT
3 11 of 19
tabbies
1970

Complaint eForm by clicking HERE<http://fl-monroecounty.civicplus.com/FormCenter/Building-10-10/ContractorUnlicensed-Contractor-Complain-51-51> instead, or you may contact the investigator directly at 305-289-2516 or by email<mailto:Pignataro-Paul@MonroeCounty-FL.Gov>.

- In-progress Illegal Dumping, Vandalism and/or Trespassing, please call the Sheriff's office: 911

- Animal Nuisance complaints please call Animal Control: 305-294-4857.

Otherwise, please enter a description of the violation below and all other fields as required.

Brief Description

A concerned citizen reported via telephone that several illegal structures on the property several of which are suspected to be illegal residences. They also reported raw sewage from an RV style camper and the illegal structures being leaked onto the ground and into the water. A reported food truck is also suspected to be unlicensed and selling food on the weekends. I advised the citizen I would forward the complaint to code enforcement.

Address of Alleged Violation
62910 OVERSEAS HWY, CONCH KEY

Property Owner or Tenant if known
MC INTERNATIONAL REALTY LLC

Nearest Mile Marker
63

Your Information

Name
Sgt. Joel Slough

Address
3103 Overseas Highway

Fax Number
305-289-2497

Email Address
JSlough@Keysso.net

Preferred Contact Method
Email

PETITIONER'S EXHIBIT
3 12 of 19
tabbies
1971

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McPherson-Cynthia

From: Thompson-LaChelle
Sent: Monday, April 5, 2021 11:28 AM
To: Joel Slough
Cc: McPherson-Cynthia
Subject: RE: - Subj: Request Confirmation

Sergeant Slough,

I have CC'd Mc Pherson Sr. Code Compliance Director regarding this complaint.
She may have additional questions for you.

Going forward regarding this complaint, you will correspond with the Code Compliance Dept. directly.

Thank you for your service,

Best regards,

LaChelle A. Thompson
Unlicensed Contractor Code Investigator

Monroe County Building Dept.
2798 Overseas Hwy., Suite 300
Marathon, Fl. 33050
Office 305-289-2516
Fax 305-289-2515
Cell 305-570-8202

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the County regarding County business are public record, available to the public and media upon request. Your e-mail communication may be subjest to public disclosure.

-----Original Message-----
From: Joel Slough <JSlough@keysso.net>
Sent: Thursday, April 1, 2021 12:31 PM

PETITIONER'S EXHIBIT 3 14 of 19
tabbies
1973

To: Thompson-LaChelle <Thompson-LaChelle@MonroeCounty-FL.Gov>
Subject: - Subj: Request Confirmation

...

CAUTION: This email originated from outside of the County. Whether you know the sender or not, do not click links or open attachments you were not expecting.

LaChelle, I was sent these pictures by the complainant on Conch Key. I am not even sure if there is a violation. They did request I send these to code enforcement on their behalf. When you get a chance could you please forward them to code compliance Sr. Director Cynthia McPhearson. Thanks in advance.

"We don't rise to the level of our expectations - we fall to the level of our training" - Archilochus, Greek Soldier

Sergeant Joel Slough
Patrol / Special Weapons and Tactics Team (SWAT) Monroe County Sheriffs Office
3103 Overseas Highway
Marathon, Florida 33050
(305)-289-2430 Office
(305)-289-2497 Fax
JSlough@Keysso.net
www.Keysso.net

From: Code Compliance Complaint <do_not_reply@civicplus.com>
Sent: Saturday, February 20, 2021 3:58 PM
To: Joel Slough
Subject: CAUTION: External Email - Subj: Request Confirmation

Thank you for your request!

Here is what we have on file:

Code Compliance Complaint Form #5728
SUBMITTER
Category: Code Compliance Complaint Sgt. Joel Slough
Priority: 3 3103 Overseas Highway
Assigned To: Unassigned Marathon , FL 33050
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62910 OVERSEAS HWY, CONCH KEY



MC INTERNATIONAL REALTY LLC
63,

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Address of Alleged Violation
62910 OVERSEAS HWY, CONCH KEY

Property Owner or Tenant if known
MC INTERNATIONAL REALTY LLC

Nearest Mile Marker
63

Your Information

Name
Sgt. Joel Slough

PETITIONER'S EXHIBIT
3 16 of 19
tabbies
1975

Address
3103 Overseas Highway

Fax Number
305-289-2497

Email Address
JSlough@Keysso.net

Preferred Contact Method
Email

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Cynthia

CE 19010051

Monroe County Code Compliance Department
102050 Overseas Hwy, Suite 225
Key Largo, FL 33037
Phone: (305) 453-8806 Fax: (305) 453-8819

2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227
Phone: (305) 289-2810 Fax: (305) 289-2858

Community Concerns & Complaint Form

Date: July 13, 2021

Method of Delivery: Phone (✓) In Person ( ) Other ( ) _____

Please include details pertaining to the complaint, address of complaint or description of the location. (street name and number, RE#, etc.)

62910 Overseas Hwy - ~~Conch Key~~ Conch Key - Running a Seafood business out of a food truck. Several RV's on property with habitation. Garbage piling up along bike path.

Follow Up Contact: (✓) **None/Anonymous ( )**

Please indicate the best way to contact you:

Phone: 305-394-3787

E-mail: _____

Name/Address: Dorothy Howe

Complaint Taken By: S. Marshall

PETITIONER'S EXHIBIT 3 18 of 19

1977

CE19010051

Monroe County Code Compliance Department
102050 Overseas Hwy, Suite 225
Key Largo, FL 33037
Phone: (305) 453-8806 Fax: (305) 453-8819

2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227
Phone: (305) 289-2810 Fax: (305) 289-2858

Community Concerns & Complaint Form

Date: Dec. 8, 2021

Method of Delivery: Phone (✓) In Person ( ) Other ( ) _____

Please include details pertaining to the complaint, address of complaint or description of the location. (street name and number, RE#, etc)

62910 Overseas Hwy - Conch Key
Travel Trailers w/ Habitation. No
Sewer Hook-up.

Complainant Name/Address pursuant to HB 60 effective July 1, 2021.

Name: David Brooks - Coral Key Village Home Owners Assoc.

Address: _____

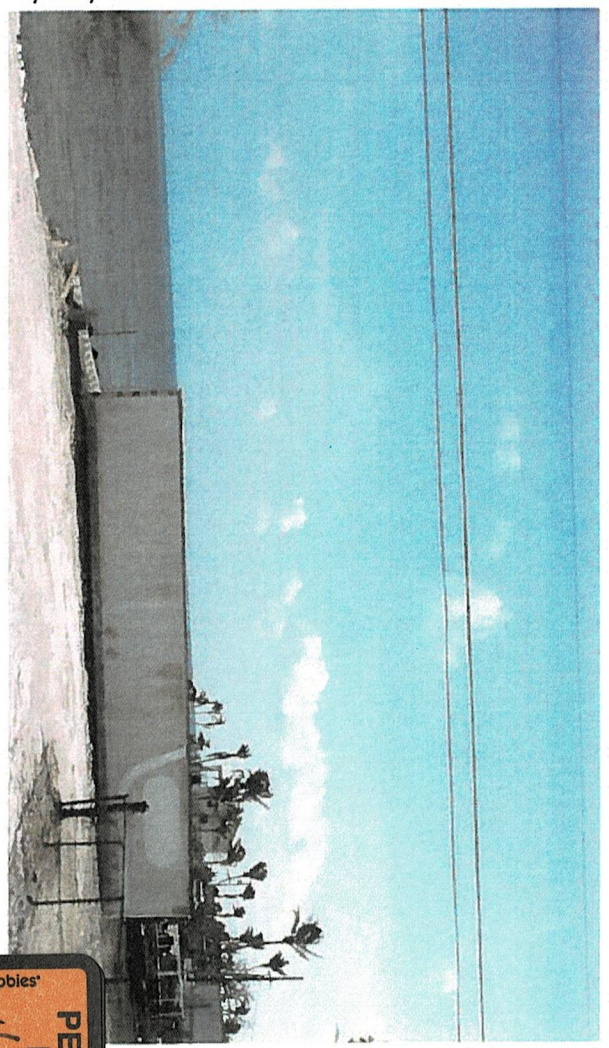
E-mail: _____

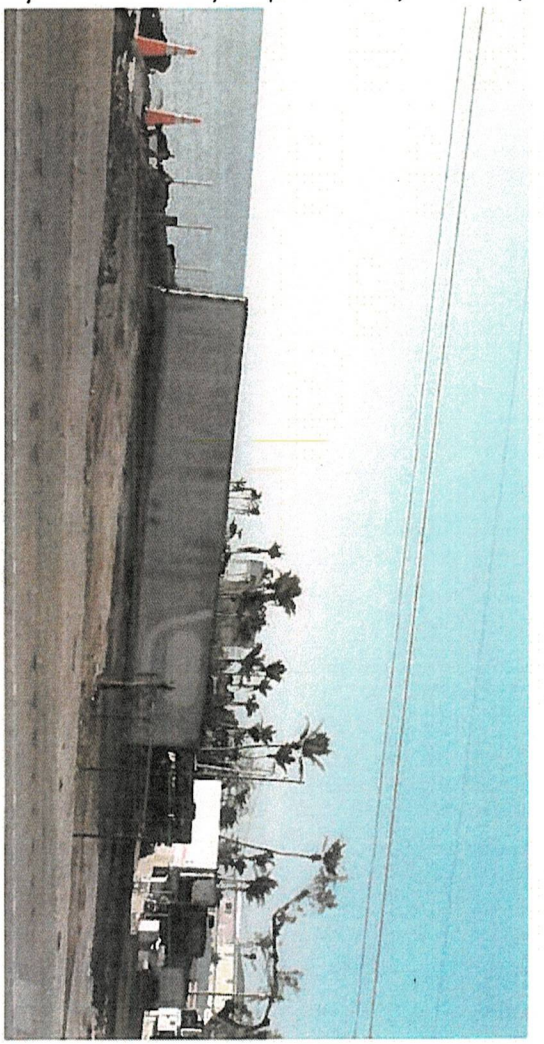
Phone: _____

Complaint Taken By: P. Markael

PETITIONER'S EXHIBIT
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3/07/18- CE18020116- 62910 Overseas Hwy-Conch Key – photo by Sr. Inspector Link





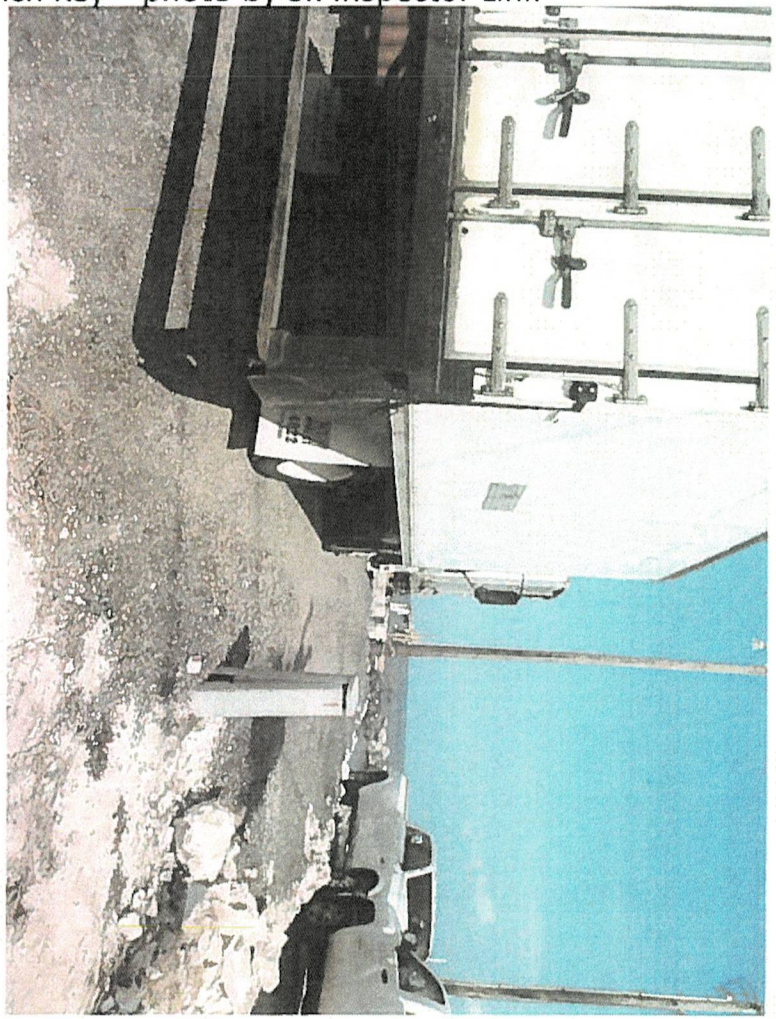
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PETITIONER'S EXHIBIT
1979

3/07/18- CE18020116- 62910 Overseas Hwy-Conch Key – photo by Sr. Inspector Link

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3/07/18- CE18020116- 62910 Overseas Hwy-Conch Key – photo by Sr. Inspector Link

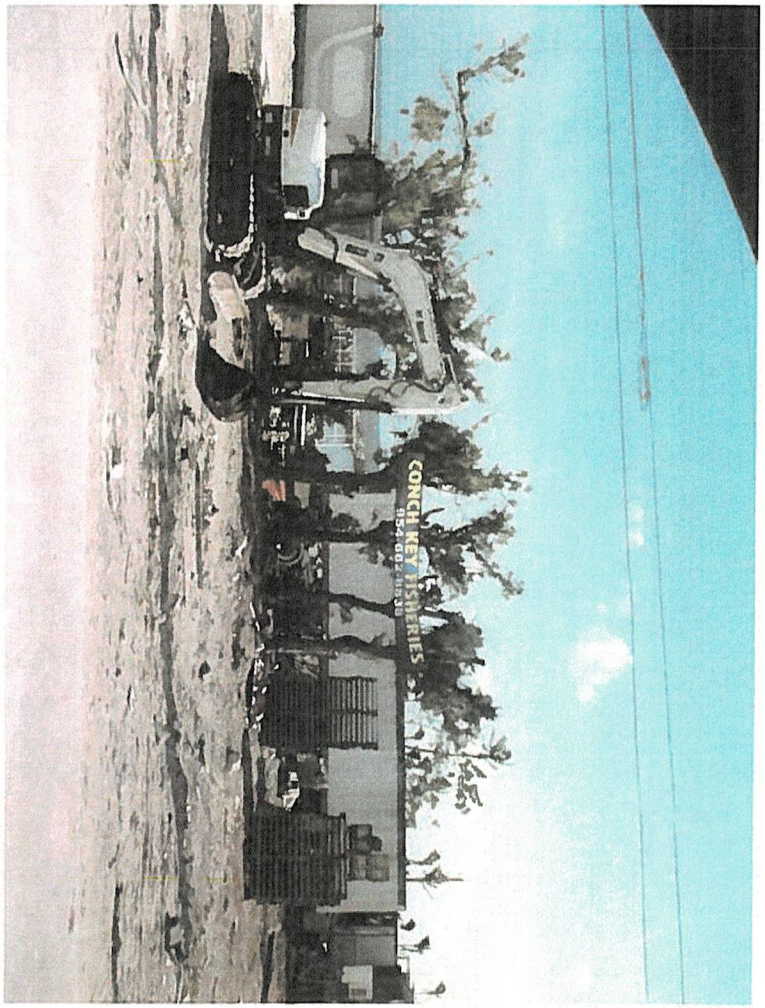




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PETITIONER'S EXHIBIT
4 3 of 6
1981

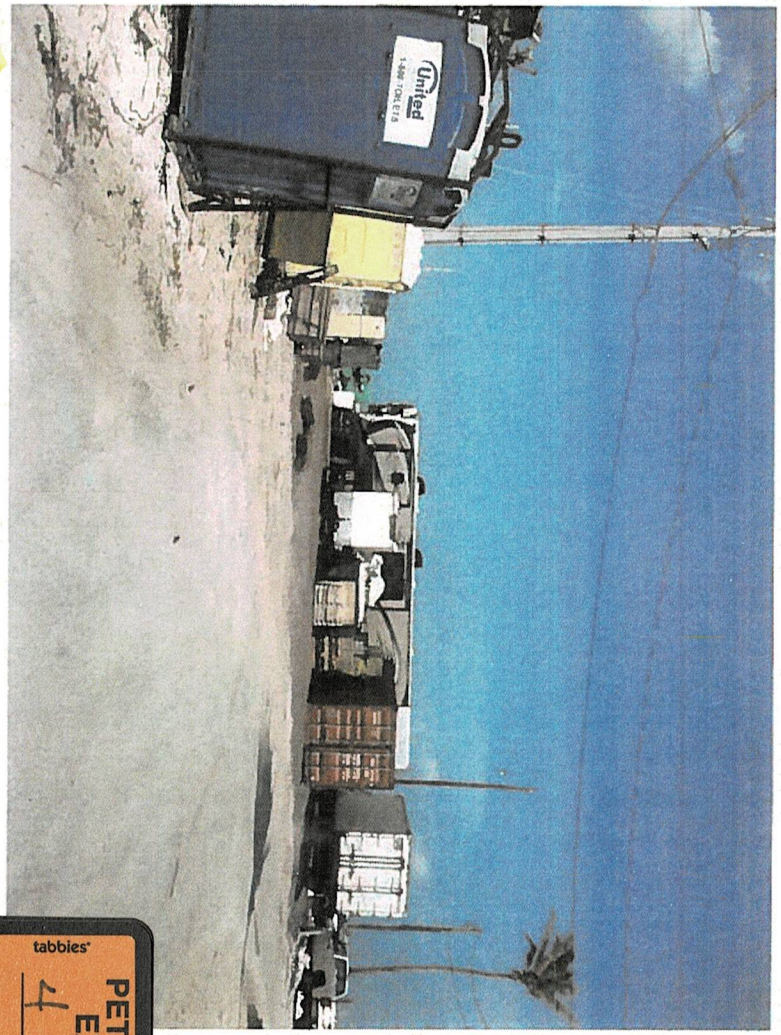
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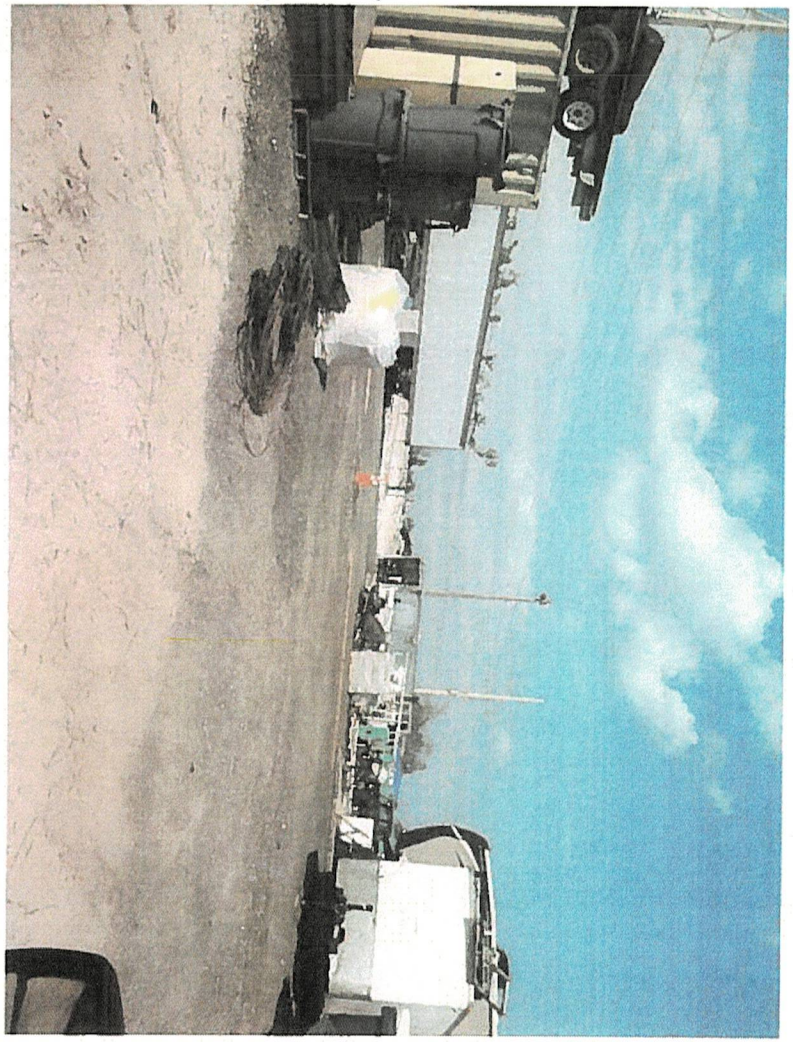




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1982

3/07/18- CE18020116- 62910 Overseas Hwy-Conch Key – photo by Sr. Inspector Link





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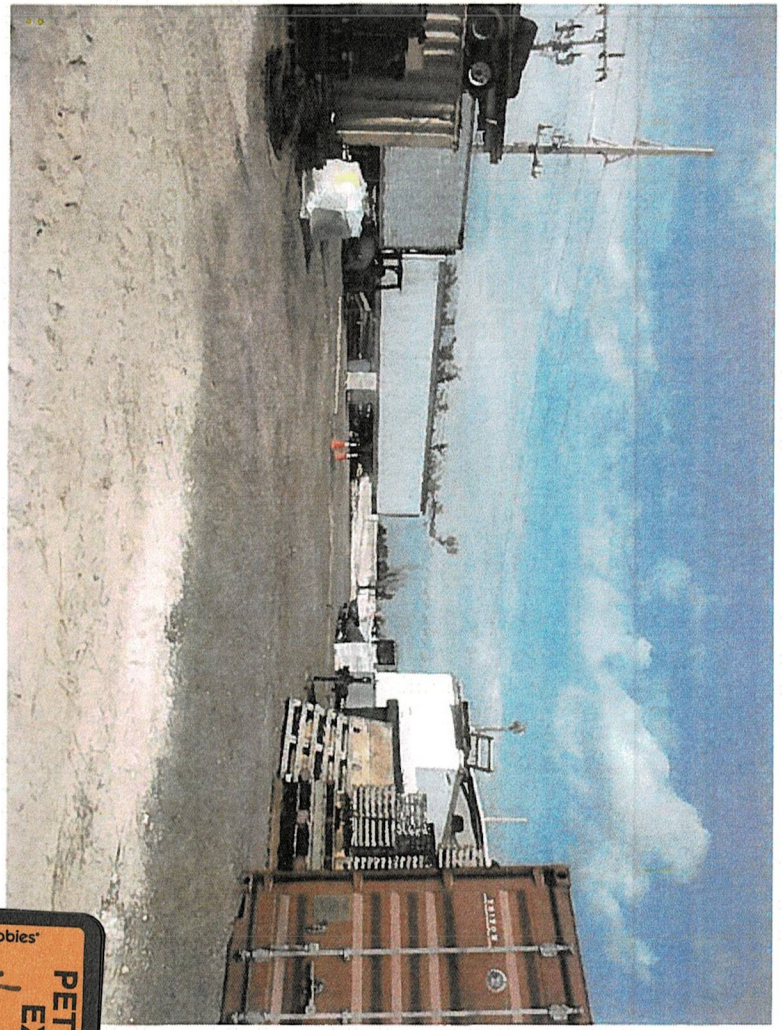
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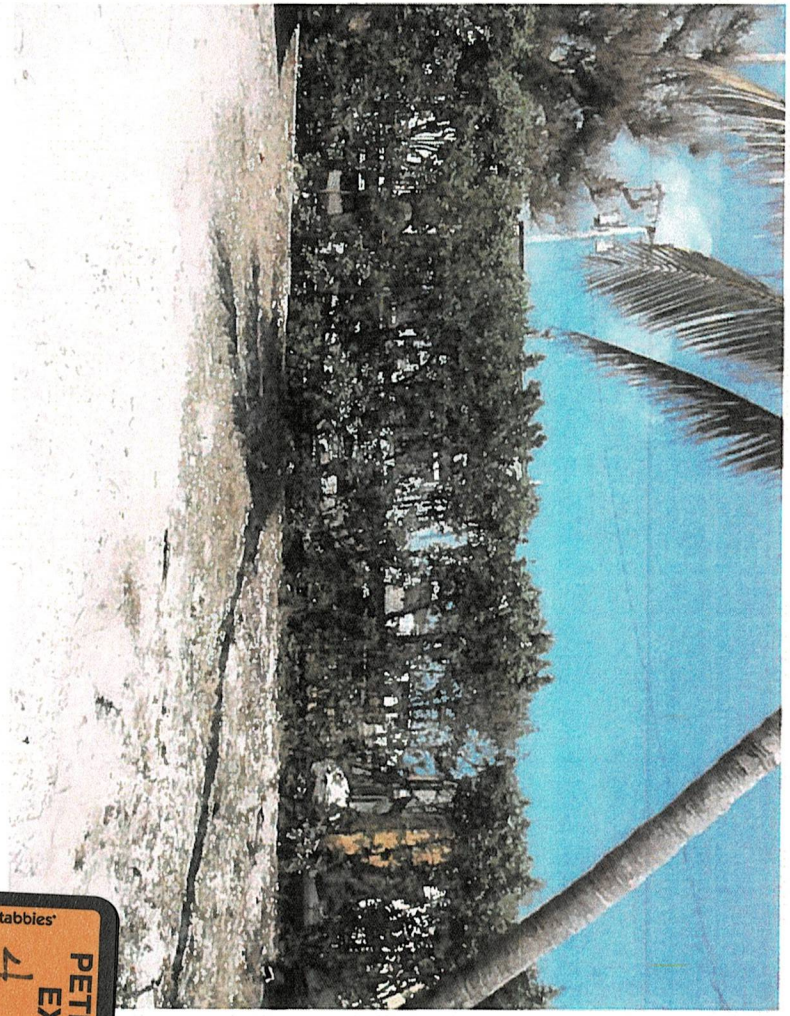
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1986



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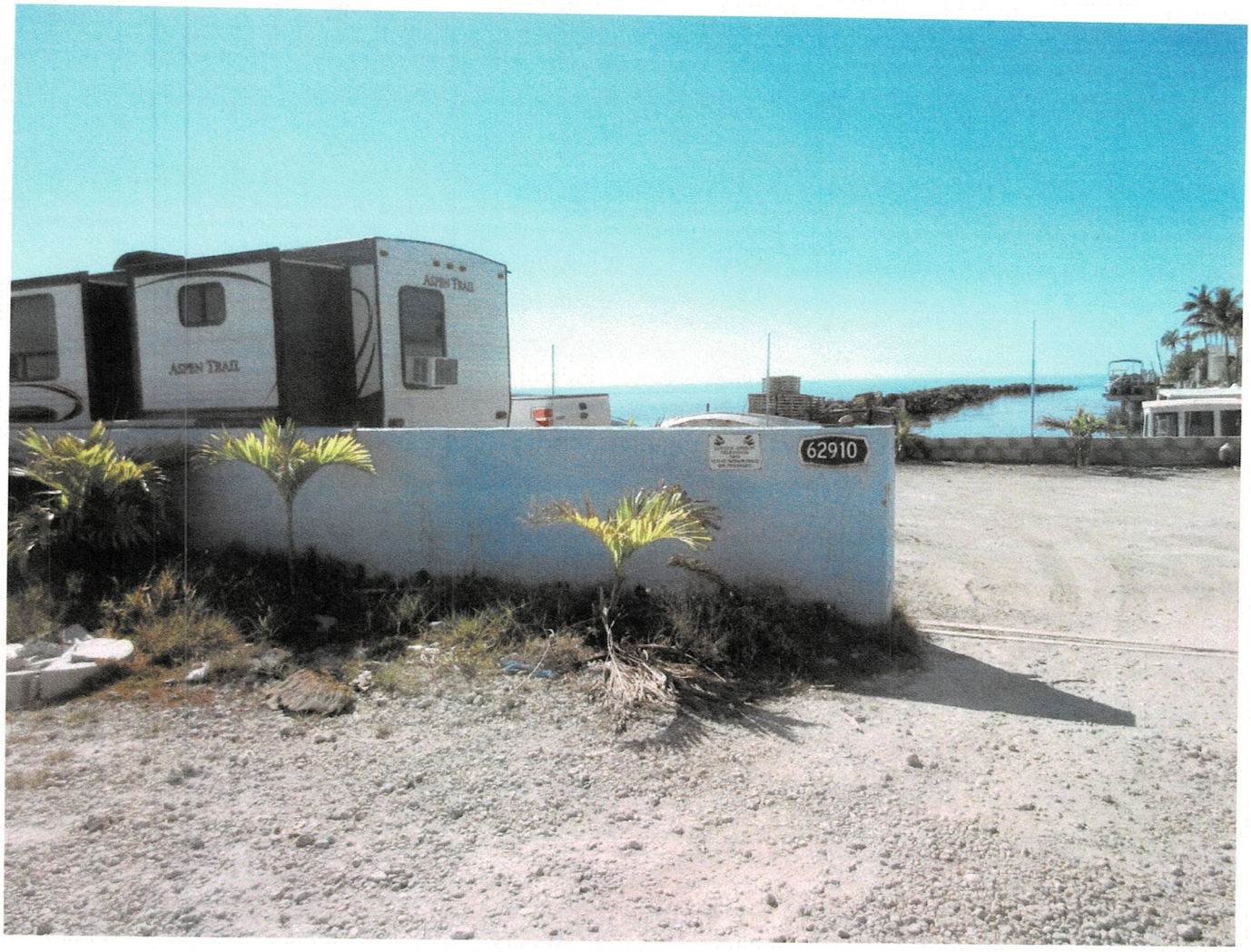
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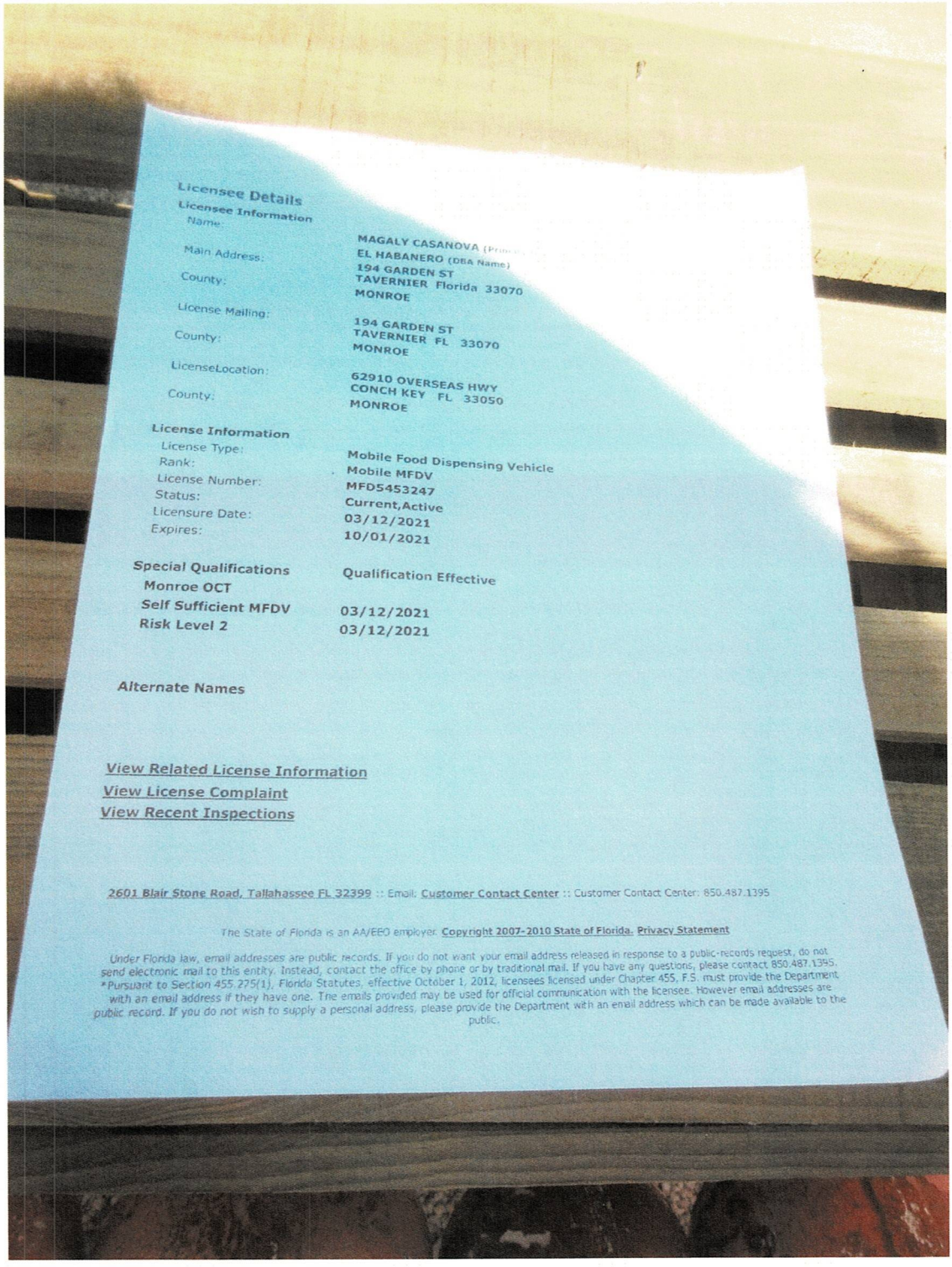
PETITIONER'S EXHIBIT
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4 15 of 54





CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson





Licensee Details

Licensee Information

Name:	MAGALY CASANOVA (Princ...
	EL HABANERO (DBA Name)
Main Address:	194 GARDEN ST TAVERNIER Florida 33070
County:	MONROE
License Mailing:	194 GARDEN ST TAVERNIER FL 33070
County:	MONROE
LicenseLocation:	62910 OVERSEAS HWY CONCH KEY FL 33050
County:	MONROE

License Information

License Type:	Mobile Food Dispensing Vehicle
Rank:	Mobile MFDV
License Number:	MFD5453247
Status:	Current,Active
Licensure Date:	03/12/2021
Expires:	10/01/2021

Special Qualifications	Qualification Effective
Monroe OCT	
Self Sufficient MFDV	03/12/2021
Risk Level 2	03/12/2021

Alternate Names

View Related License Information
View License Complaint
View Recent Inspections

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson



Licensee Details

Licensee Information

Name:	MAGALY CASANOVA (Primary Te
Main Address:	EL HABANERO (DBA Name) 194 GARDEN ST TAVERNIER Florida 33070
County:	MONROE
License Mailing:	194 GARDEN ST TAVERNIER FL 33070
County:	MONROE
LicenseLocation:	62910 OVERSEAS HWY CONCH KEY FL 33050
County:	MONROE

License Information

License Type:	Mobile Food Dispensing Vehicle
Rank:	Mobile MFDV
License Number:	MFD5453247
Status:	Current,Active
Licensure Date:	03/12/2021
Expires:	10/01/2021

Special Qualifications	Qualification Effective
Monroe OCT	
Self Sufficient MFDV	03/12/2021
Risk Level 2	03/12/2021

Alternate Names

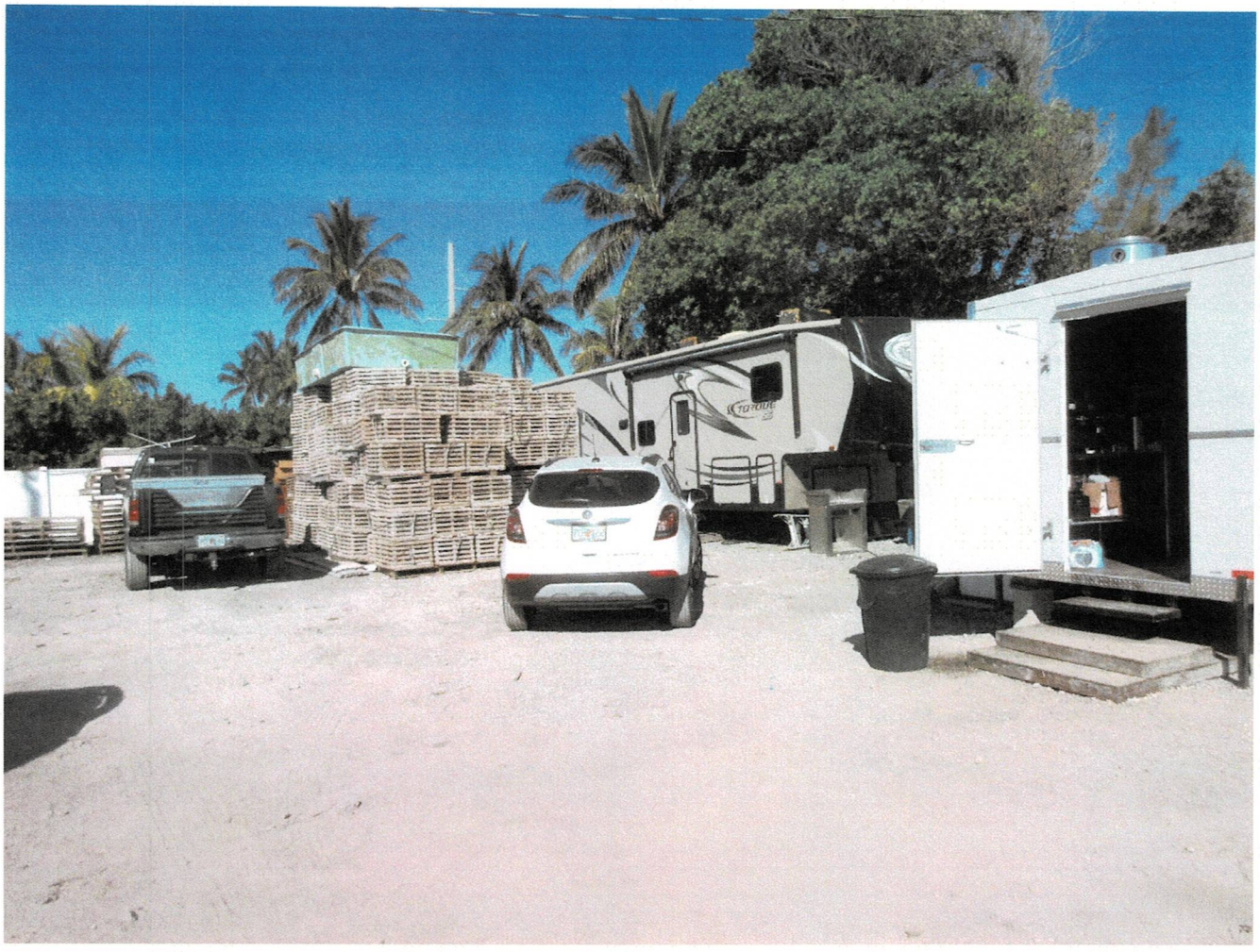
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62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson

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3-23-21 Inspector McPherson

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4 18a of 54



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62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson

PETITIONER'S EXHIBIT
4 19 of 54



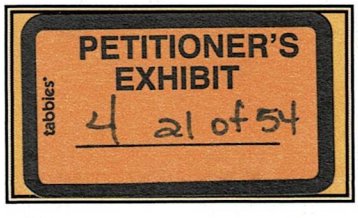


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62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson

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3-23-21 Inspector McPherson

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4 23 of 54
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62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson





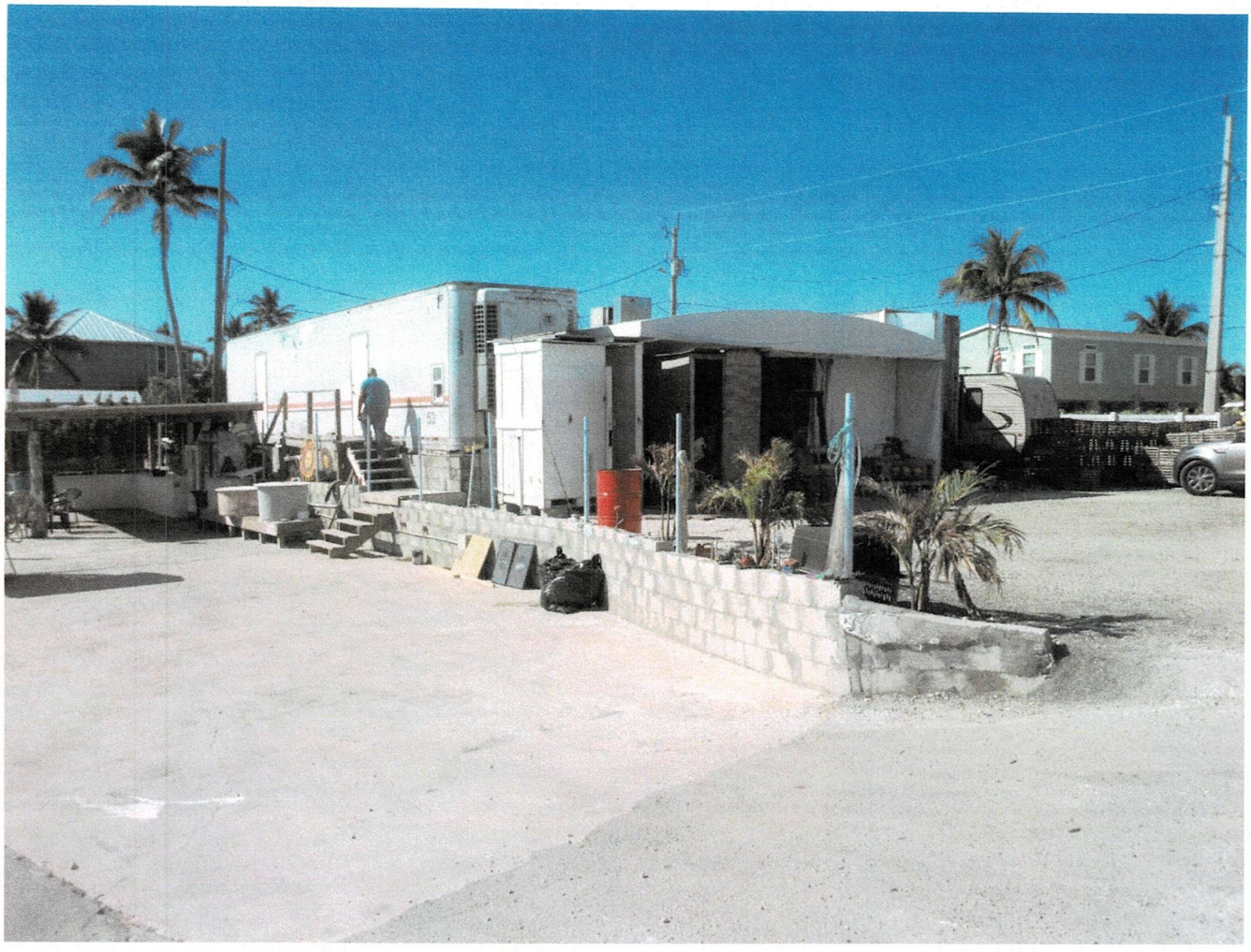
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3-23-21 Inspector McPherson

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4 25 of 54



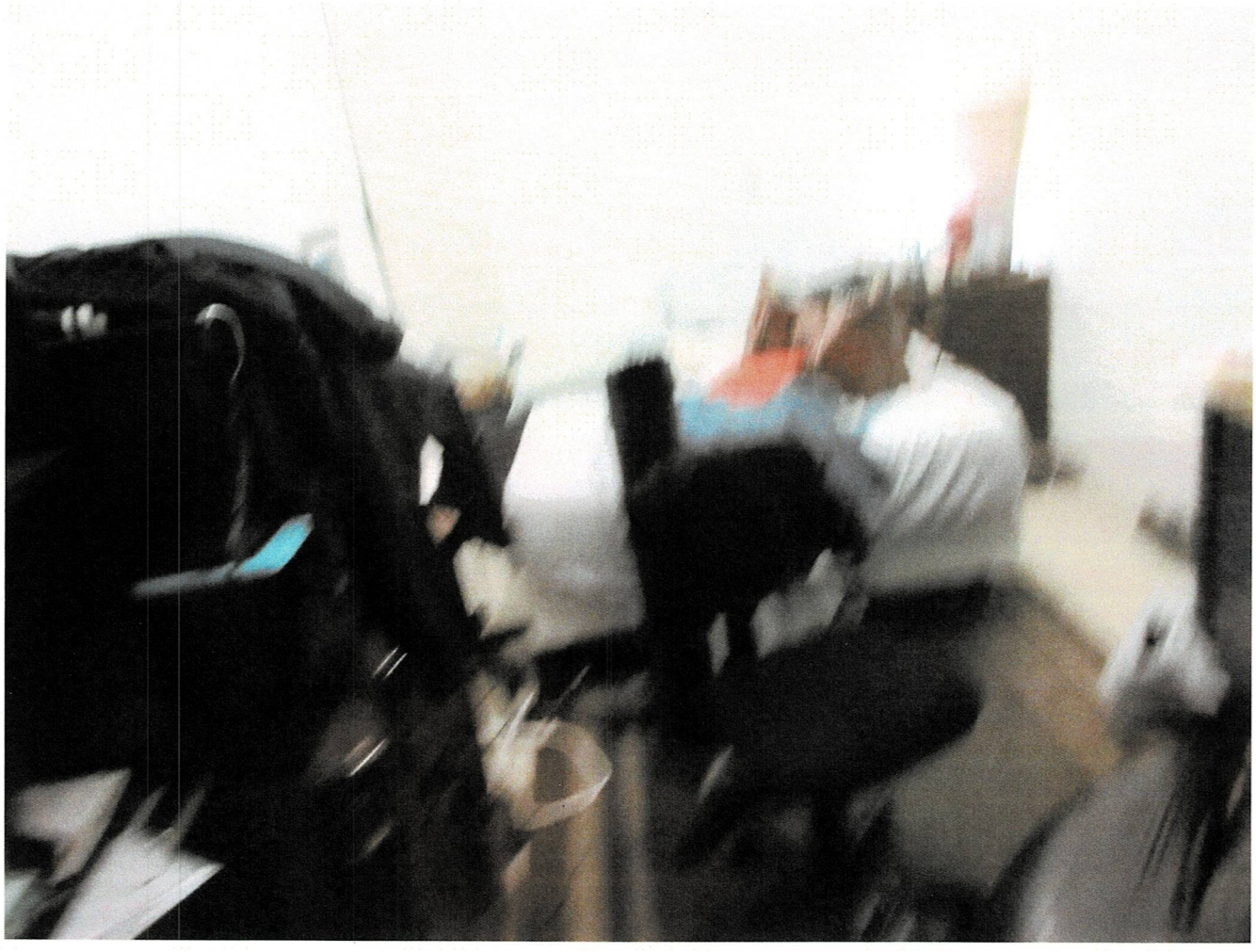
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62910 Overseas Hwy. –Conch Key
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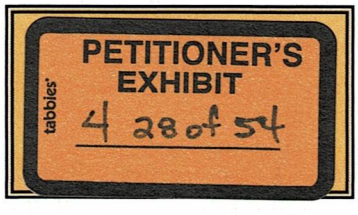


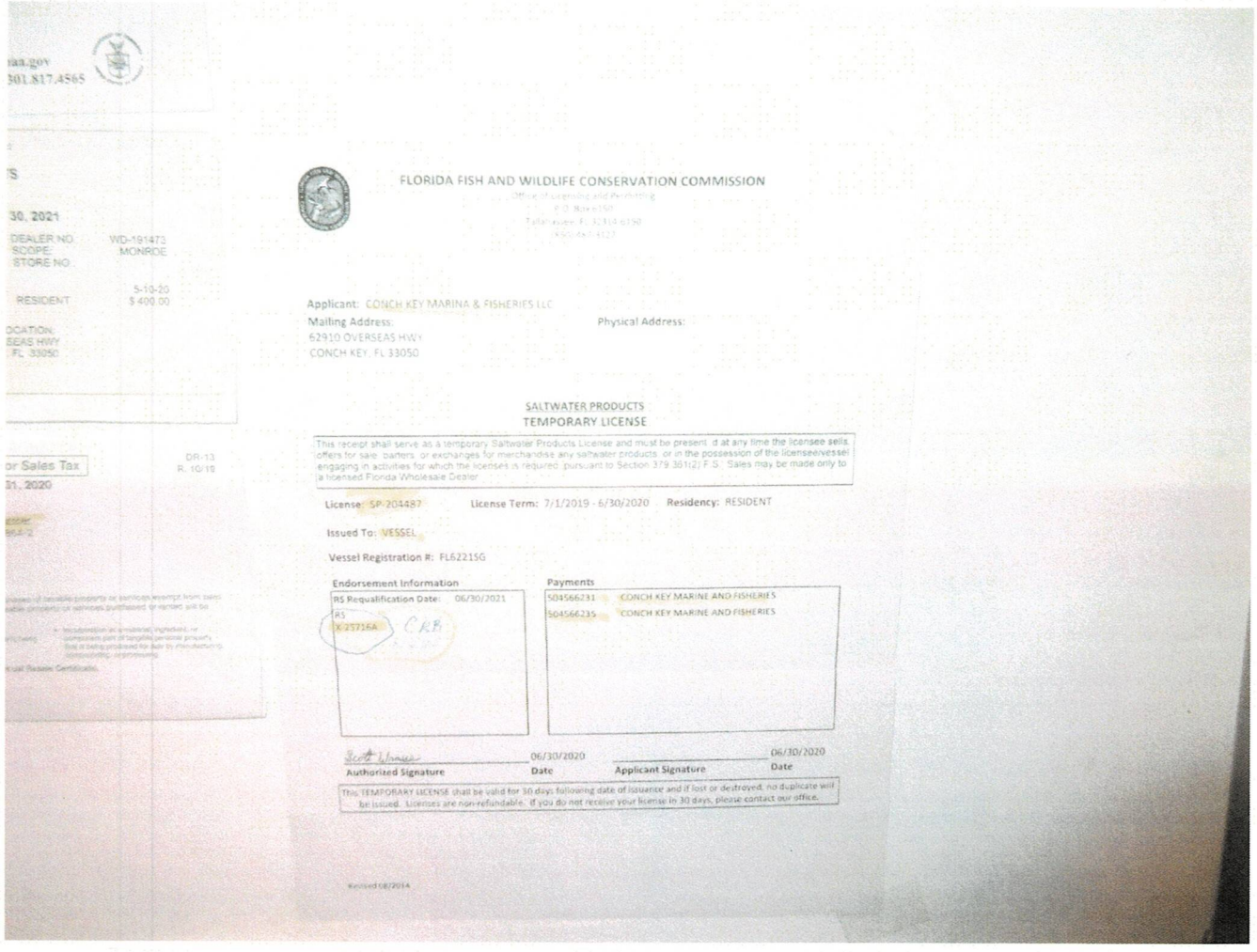
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62910 Overseas Hwy. –Conch Key
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62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson





FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Applicant: CONCH KEY MARINA & FISHERIES LLC
Mailing Address:
62910 OVERSEAS HWY
CONCH KEY, FL 33050

Physical Address:

SALTWATER PRODUCTS
TEMPORARY LICENSE

This receipt shall serve as a temporary Saltwater Products License and must be present d at any time the licensee sells, offers for sale, barters, or exchanges for merchandise any saltwater products, or in the possession of the license/vessel engaging in activities for which the licensee is required, pursuant to Section 379.361(2) F.S. Sales may be made only to a licensed Florida Wholesale Dealer.

License: SP-204487 License Term: 7/1/2019 - 6/30/2020 Residency: RESIDENT

Issued To: VESSEL

Vessel Registration #: FL6221SG

Endorsement Information	Payments
RS Requalification Date: 06/30/2021	504566231 CONCH KEY MARINE AND FISHERIES
RS	504566235 CONCH KEY MARINE AND FISHERIES
X-15716A	

06/30/2020 — Authorized Signature — Date

06/30/2020 — Applicant Signature — Date

This TEMPORARY LICENSE shall be valid for 30 days following date of issuance and if lost or destroyed, no duplicate will be issued. Licenses are non-refundable. If you do not receive your license in 30 days, please contact our office.

Revised 08/2014

CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson

PETITIONER'S EXHIBIT
4 29 of 54

Applicant: CONCH KEY MARINA & FISHERIES LLC

Mailing Address:
62910 OVERSEAS HWY
CONCH KEY, FL 33050

Physical Address:

SALTWATER PRODUCTS
TEMPORARY LICENSE

This receipt shall serve as a temporary Saltwater Products License and must be present d at any time the licensee sells, offers for sale, barters, or exchanges for merchandise any saltwater products, or in the possession of the licensee/vessel engaging in activities for which the licenses is required, pursuant to Section 379.361(2) F.S. Sales may be made only to a licensed Florida Wholesale Dealer.

License: SP-204487 **License Term:** 7/1/2019 - 6/30/2020 **Residency:** RESIDENT

Issued To: VESSEL

Vessel Registration #: FL6221SG

Endorsement Information

RS Requalification Date: 06/30/2021

RS
X-25716A

CRB

Payments

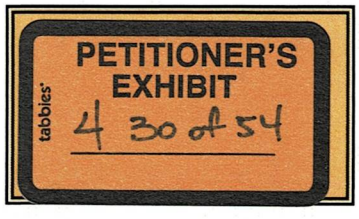
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504566235	CONCH KEY MARINE AND FISHERIES

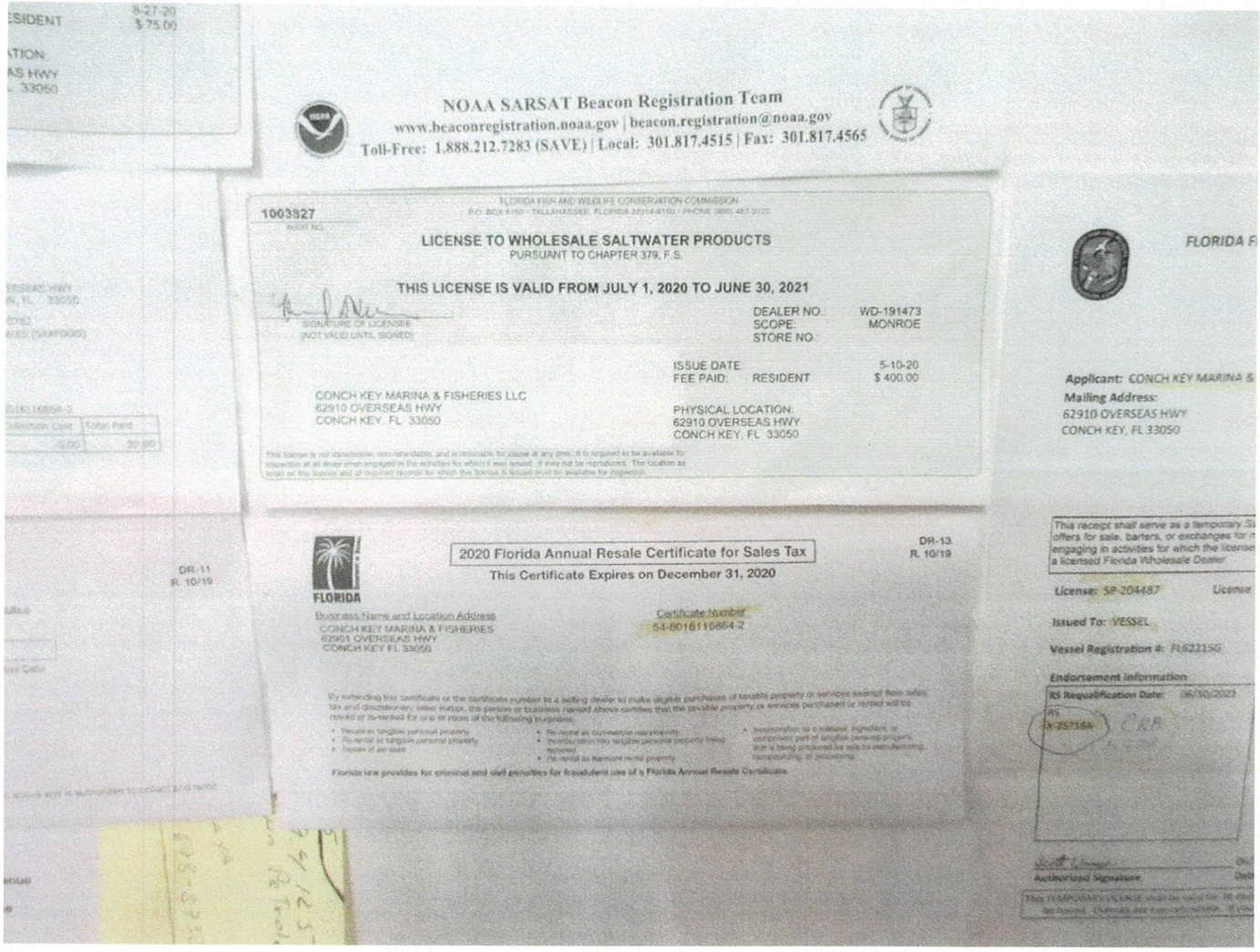
Scott Wnasse — 06/30/2020
Authorized Signature **Date**

Applicant Signature — 06/30/2020
Date

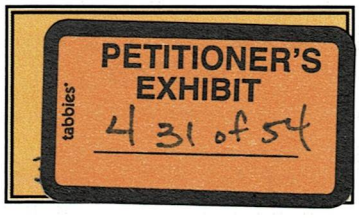
This TEMPORARY LICENSE shall be valid for 30 days following date of issuance and if lost or destroyed, no duplicate will be issued. Licenses are non-refundable. If you do not receive your license in 30 days, please contact our office.

CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson
FL Fish & Wildlife Conservation Com.
Saltwater Products





CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson



1003827
AUDIT NO.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150 • TALLAHASSEE, FLORIDA 32314-6150 • PHONE (850) 487-3122

LICENSE TO WHOLESALE SALTWATER PRODUCTS

PURSUANT TO CHAPTER 379, F.S.

THIS LICENSE IS VALID FROM JULY 1, 2020 TO JUNE 30, 2021

SIGNATURE OF LICENSEE
(NOT VALID UNTIL SIGNED)

DEALER NO.: WD-191473
SCOPE: MONROE
STORE NO.:

ISSUE DATE: 5-10-20
FEE PAID: RESIDENT $ 400.00

CONCH KEY MARINA & FISHERIES LLC
62910 OVERSEAS HWY
CONCH KEY, FL 33050

PHYSICAL LOCATION:
62910 OVERSEAS HWY
CONCH KEY, FL 33050

This license is not transferable, non-refundable, and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location as

FLORIDA

2020 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/19

This Certificate Expires on December 31, 2020

Business Name and Location Address
CONCH KEY MARINA & FISHERIES
62901 OVERSEAS HWY
CONCH KEY FL 33050

Certificate Number
54-8018116864-2

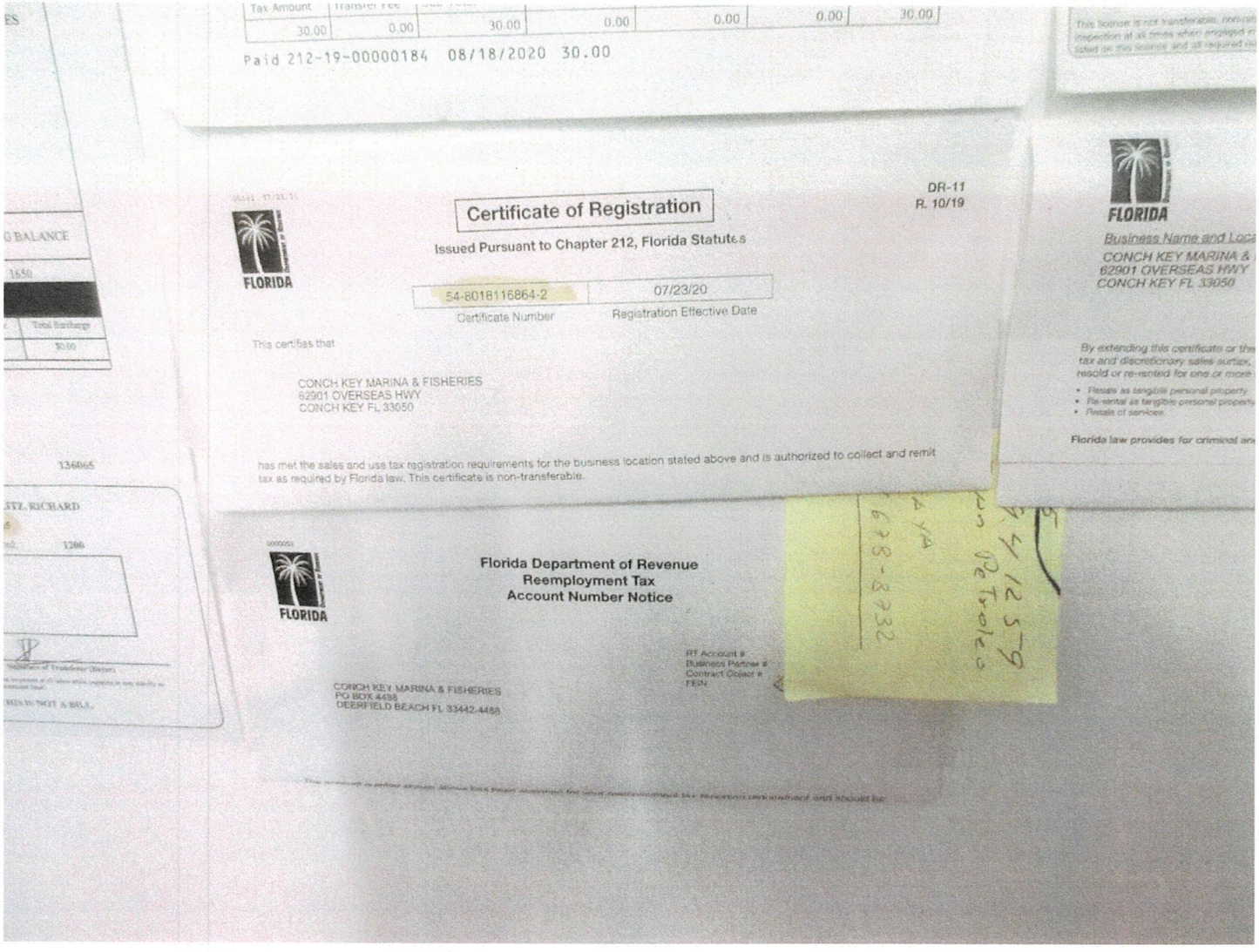
By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Florida law provides for criminal and civil penalties for fraudulent use of a Florida Annual Resale Certificate.

CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson
Wholesale Saltwater/Resale Cert./License

tabbies
PETITIONER'S EXHIBIT
4 32 of 54



CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson

PETITIONER'S EXHIBIT
4 33 of 55



FLORIDA

Certificate of Registration

R. 10/1

Issued Pursuant to Chapter 212, Florida Statutes

54-8018116864-2	07/23/20
Certificate Number	Registration Effective Date

This certifies that

CONCH KEY MARINA & FISHERIES
62901 OVERSEAS HWY
CONCH KEY FL 33050

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

FLORIDA

Florida Department of Revenue
Reemployment Tax
Account Number Notice

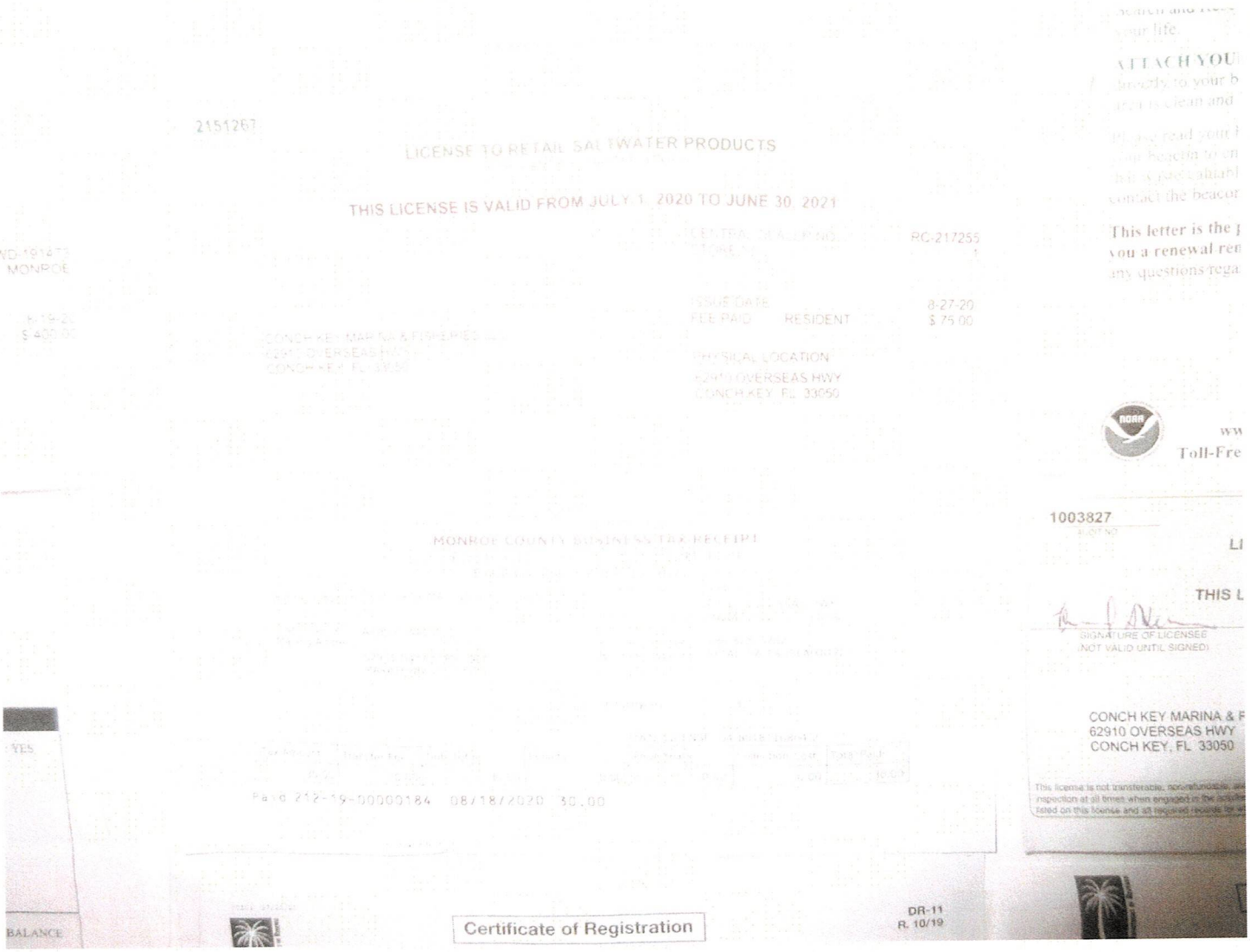
RT Account #
Business Partner #
Contract Object #
FEIN

CONCH KEY MARINA & FISHERIES
PO BOX 4488

CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson
Sales Tax/Use Tax/Reemployment Tax

PETITIONER'S EXHIBIT
4 34 of 54

2014



CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson



2151267

LICENSE TO RETAIL SALTWATER PRODUCTS

PURSUANT TO CHAPTER 379 F.S.

THIS LICENSE IS VALID FROM JULY 1, 2020 TO JUNE 30, 2021

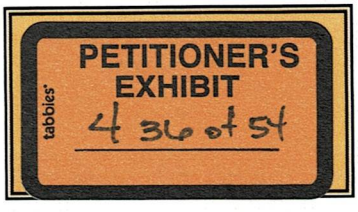
CONCH KEY MARINA & FISHERIES LLC
62910 OVERSEAS HWY
CONCH KEY, FL 33050

CENTRAL DEALER NO. RC-217255
STORE NO. 1

ISSUE DATE: 8-27-20
FEE PAID RESIDENT $ 75.00

PHYSICAL LOCATION
62910 OVERSEAS HWY
CONCH KEY, FL 33050

CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson
Retail Saltwater Products Expires 6-30-21

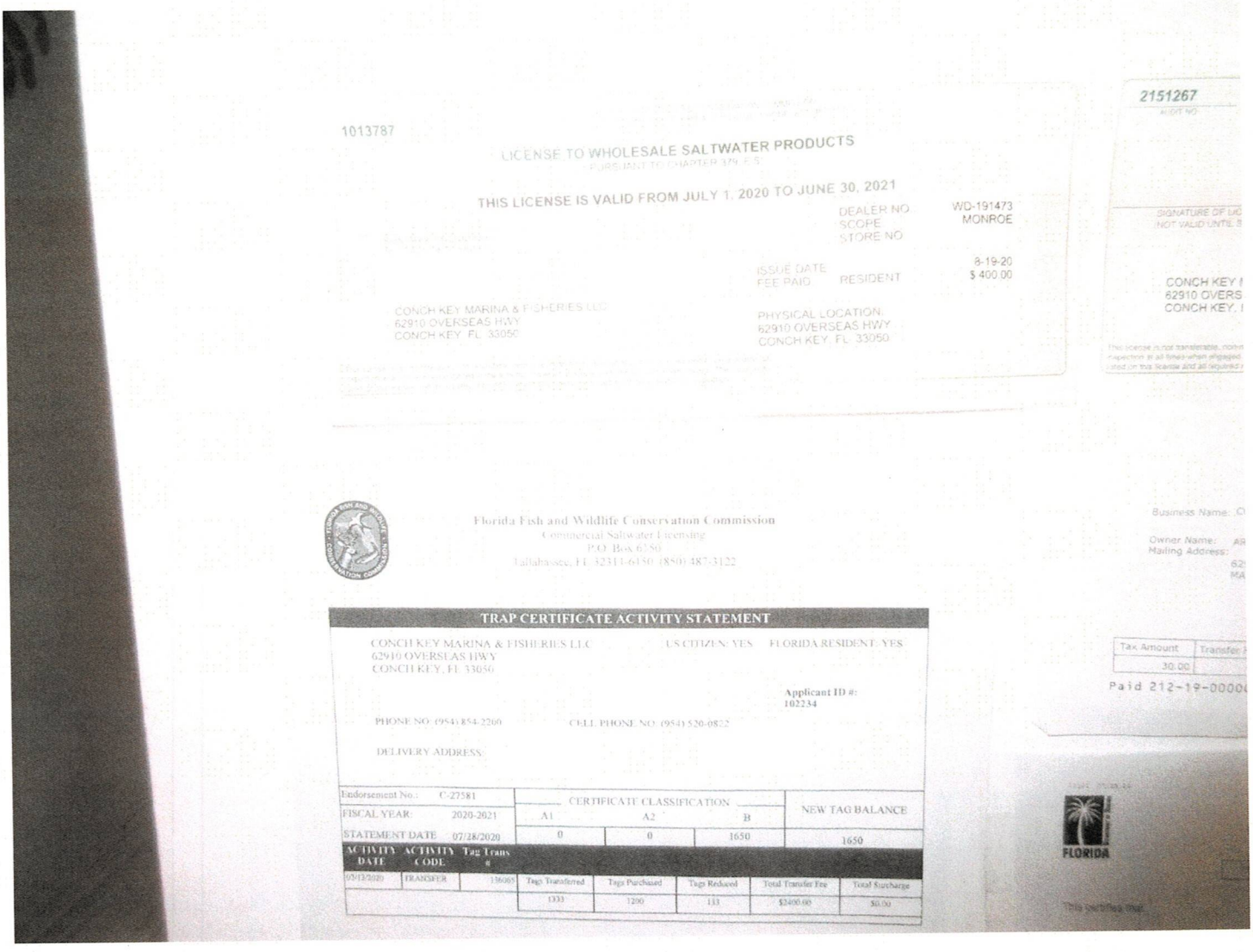


MONROE COUNTY BUSINESS TAX RECEIPT

Paid 212-19-00000184 08/18/2020 30.00

CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson
Monroe County Business Tax Expire 9-30-21





1013787

LICENSE TO WHOLESALE SALTWATER PRODUCTS
PURSUANT TO CHAPTER 379, F.S.

THIS LICENSE IS VALID FROM JULY 1, 2020 TO JUNE 30, 2021

DEALER NO. WD-191473
SCOPE MONROE
STORE NO.

ISSUE DATE 8-19-20
FEE PAID RESIDENT $ 400.00

CONCH KEY MARINA & FISHERIES LLC
62910 OVERSEAS HWY
CONCH KEY, FL 33050

PHYSICAL LOCATION:
62910 OVERSEAS HWY
CONCH KEY, FL 33050

2151267

Florida Fish and Wildlife Conservation Commission
Commercial Saltwater Licensing
P.O. Box 6150
Tallahassee, FL 32313-6150 (850) 487-3122

TRAP CERTIFICATE ACTIVITY STATEMENT

CONCH KEY MARINA & FISHERIES LLC
62910 OVERSEAS HWY
CONCH KEY, FL 33050

US CITIZEN: YES FLORIDA RESIDENT: YES

Applicant ID #: 102234

PHONE NO: (954) 854-2260 CELL PHONE NO: (954) 520-0822

DELIVERY ADDRESS:

Endorsement No.: C-27581	CERTIFICATE CLASSIFICATION			NEW TAG BALANCE
FISCAL YEAR: 2020-2021	A1	A2	B	
STATEMENT DATE 07/28/2020	0	0	1650	1650

ACTIVITY DATE	ACTIVITY CODE	Tag Trans #	Tags Transferred	Tags Purchased	Tags Reduced	Total Transfer Fee	Total Surcharge
07/13/2020	TRANSFER	136065	1333	1200	133	$2400.00	$0.00

CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson

PETITIONER'S EXHIBIT
4 38 of 54

1013787

LICENSE TO WHOLESALE SALTWATER PRODUCTS

PURSUANT TO CHAPTER 379, F.S.

THIS LICENSE IS VALID FROM JULY 1, 2020 TO JUNE 30, 2021

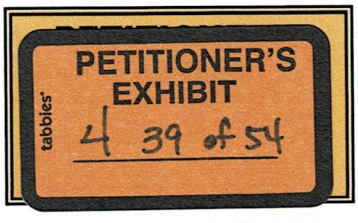
DEALER NO.: WD-191473
SCOPE: MONROE
STORE NO.:

ISSUE DATE: 8-19-20
FEE PAID: RESIDENT $ 400.00

CONCH KEY MARINA & FISHERIES LLC
62910 OVERSEAS HWY
CONCH KEY, FL 33050

PHYSICAL LOCATION:
62910 OVERSEAS HWY
CONCH KEY, FL 33050

CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson
Wholesale Saltwater Expires 6-30-21



TRAP CERTIFICATE ACTIVITY STATEMENT

CONCH KEY MARINA & FISHERIES LLC
62910 OVERSEAS HWY
CONCH KEY, FL 33050

US CITIZEN: YES FLORIDA RESIDENT: YES

Applicant ID #:
102234

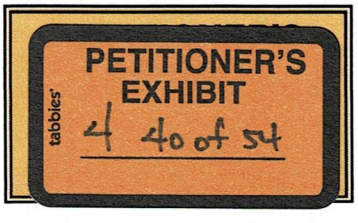
PHONE NO: (954) 854-2200 CELL PHONE NO: (954) 520-0822

DELIVERY ADDRESS:

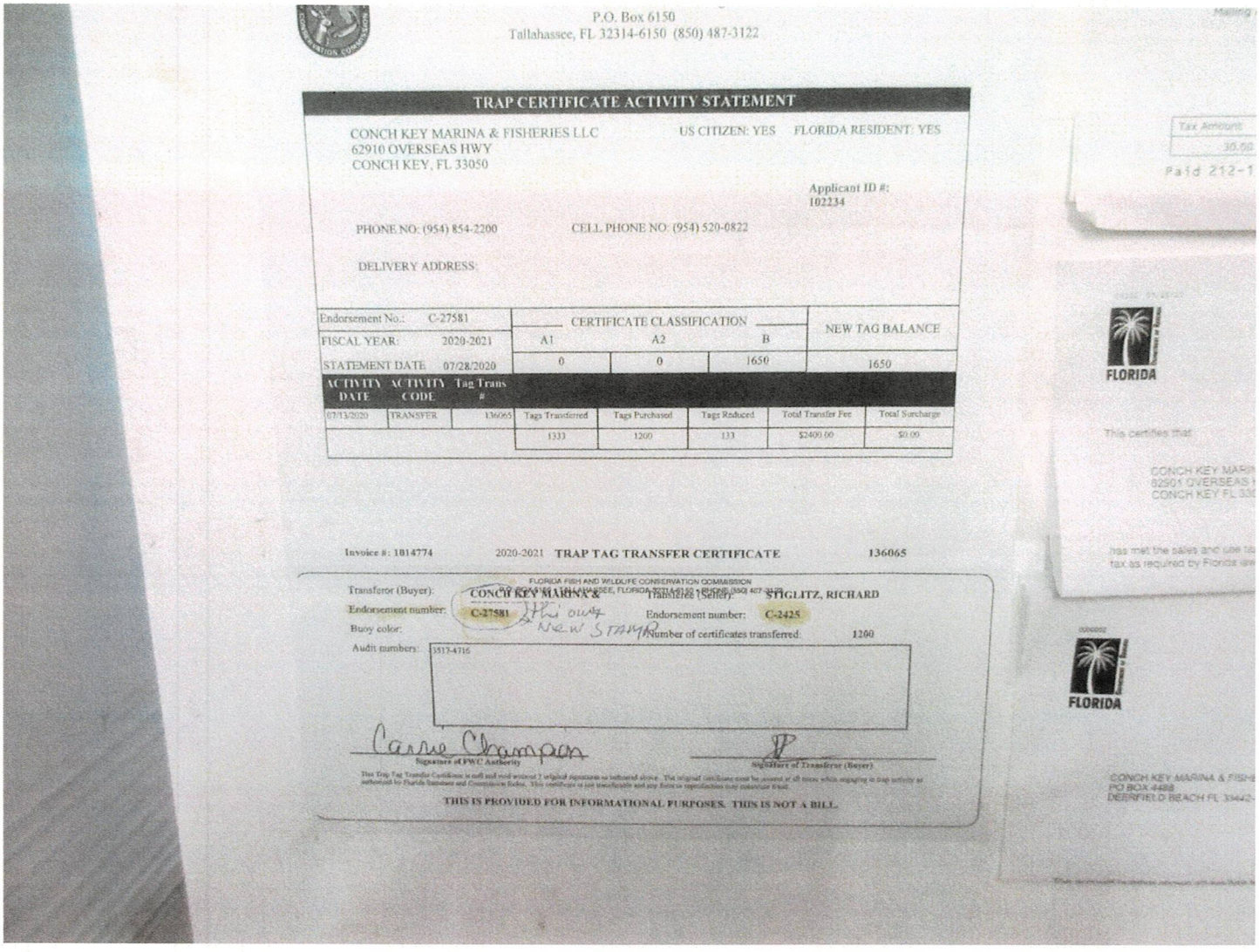
Endorsement No.:	C-27581	CERTIFICATE CLASSIFICATION			NEW TAG BALANCE
FISCAL YEAR:	2020-2021	A1	A2	B	
STATEMENT DATE	07/28/2020	0	0	1650	1650

ACTIVITY DATE	ACTIVITY CODE	Tag Trans #	Tags Transferred	Tags Purchased	Tags Reduced	Total Transfer Fee	Total Surcharge
07/13/2020	TRANSFER	136065	1333	1200	133	$2400.00	$0.00

CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson
Trap certificate C-27581



2020



P.O. Box 6150
Tallahassee, FL 32314-6150 (850) 487-3122

TRAP CERTIFICATE ACTIVITY STATEMENT

CONCH KEY MARINA & FISHERIES LLC
62910 OVERSEAS HWY
CONCH KEY, FL 33050

US CITIZEN: YES FLORIDA RESIDENT: YES

Applicant ID #: 102234

PHONE NO: (954) 854-2200 CELL PHONE NO: (954) 520-0822

DELIVERY ADDRESS:

Endorsement No.:	C-27581	CERTIFICATE CLASSIFICATION			NEW TAG BALANCE
FISCAL YEAR:	2020-2021	A1	A2	B	
STATEMENT DATE	07/28/2020	0	0	1650	1650

ACTIVITY DATE	ACTIVITY CODE	Tag Trans #	Tags Transferred	Tags Purchased	Tags Reduced	Total Transfer Fee	Total Surcharge
07/13/2020	TRANSFER	136065	1333	1200	133	$2400.00	$0.00

Invoice #: 1814774 2020-2021 **TRAP TAG TRANSFER CERTIFICATE** 136065

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Transferor (Buyer): CONCH KEY MARINA & Transferee (Seller): STIGLITZ, RICHARD

Endorsement number: C-27581 This only NEW STAMP Endorsement number: C-2425

Buoy color: Number of certificates transferred: 1200

Audit numbers: 3513-4716

Carrie Champion
Signature of FWC Authority

Signature of Transferor (Buyer)

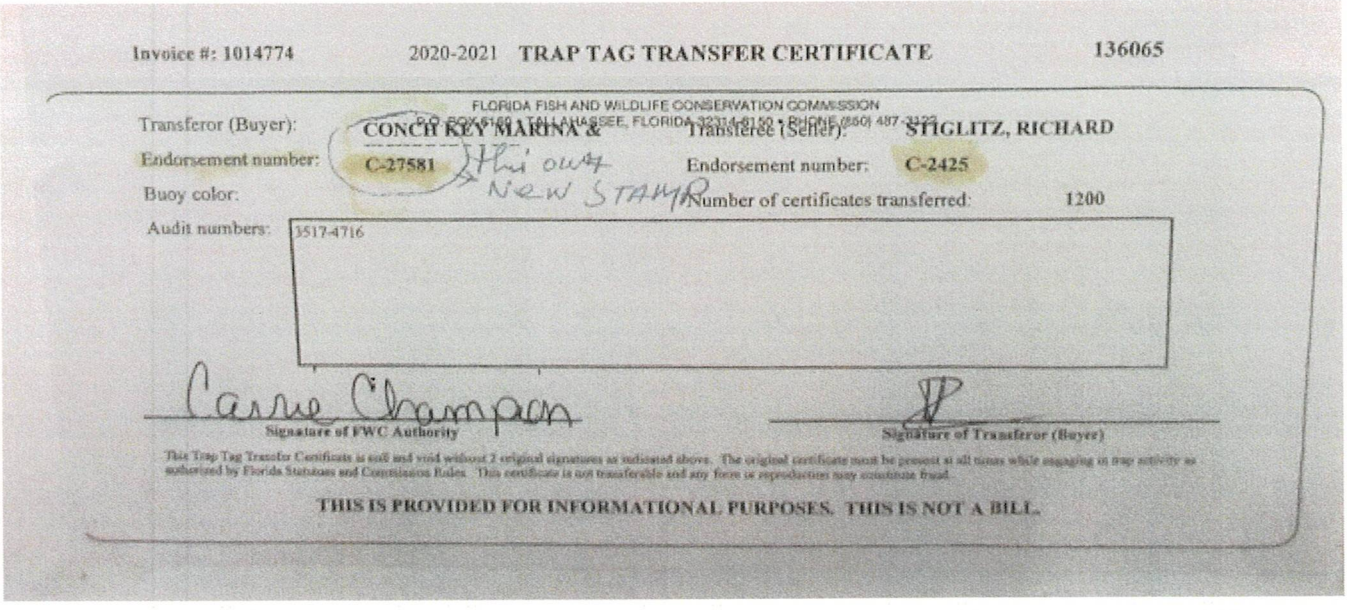
This Trap Tag Transfer Certificate is null and void without 2 original signatures as indicated above. The original certificate must be present at all times while engaging in trap activity as authorized by Florida Statutes and Commission Rules. This certificate is not transferable and any fraud or reproduction may constitute fraud.

THIS IS PROVIDED FOR INFORMATIONAL PURPOSES. THIS IS NOT A BILL.

CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson

tabbies
PETITIONER'S EXHIBIT
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2021



Invoice #: 1014774 2020-2021 **TRAP TAG TRANSFER CERTIFICATE** 136065

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150 • TALLAHASSEE, FLORIDA 32314-6150 • PHONE (850) 487-3122

Transferor (Buyer): CONCH KEY MARINA & Transferee (Seller): STIGLITZ, RICHARD

Endorsement number: C-27581 Endorsement number: C-2425

Buoy color: Number of certificates transferred: 1200

Audit numbers: 3517-4716

Carrie Champion
Signature of FWC Authority

Signature of Transferor (Buyer)

This Trap Tag Transfer Certificate is null and void without 2 original signatures as indicated above. The original certificate must be present at all times while engaging in trap activity as authorized by Florida Statutes and Commission Rules. This certificate is not transferable and any form of reproduction may constitute fraud.

THIS IS PROVIDED FOR INFORMATIONAL PURPOSES. THIS IS NOT A BILL.

CE18020116 MSC International
62910 Overseas Hwy. –Conch Key
3-23-21 Inspector McPherson
Trap Transfer Certificate 2020-2021





CE18020116 MSC International
62910 Overseas Hwy.- Conch Key
8-20-21 Inspector McPherson

PETITIONER'S EXHIBIT
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2023



CE18020116 MSC International
62910 Overseas Hwy.- Conch Key
8-20-21 Inspector McPherson

tabbies
PETITIONER'S EXHIBIT
4 44 of 54





CE18020116 MSC International
62910 Overseas Hwy.- Conch Key
8-20-21 Inspector McPherson

PETITIONER'S EXHIBIT
4 45 of 54
tabbies



CE18020116 MSC International
62910 Overseas Hwy.- Conch Key
8-20-21 Inspector McPherson

PETITIONER'S EXHIBIT
4 46 of 54



CE18020116 MSC International
62910 Overseas Hwy.- Conch Key
8-20-21 Inspector McPherson

tabbies'
PETITIONER'S EXHIBIT
4 47 of 54



CE18020116 MSC International
62910 Overseas Hwy.- Conch Key
8-20-21 Inspector McPherson

tabbies'
PETITIONER'S
EXHIBIT
4 48 of 54



CE18020116 MSC International
62910 Overseas Hwy.- Conch Key
8-20-21 Inspector McPherson

PETITIONER'S EXHIBIT
4 49 of 54



CE18020116 MSC International
62910 Overseas Hwy.- Conch Key
8-20-21 Inspector McPherson





CE18020116 MSC International
62910 Overseas Hwy.- Conch Key
8-20-21 Inspector McPherson

PETITIONER'S EXHIBIT
4 31 of 54



CE18020116 MSC International
62910 Overseas Hwy.- Conch Key
8-20-21 Inspector McPherson

PETITIONER'S EXHIBIT
4 52 of 54

MONROE COUNTY STOP WORK ORDER

INSPECTOR Adam K DATE 09/06/2018
DEPT: ____ CODE COMPLIANCE ____ BUILDING DEPARTMENT
CONTRACTOR NAME _____
PERMIT # 1720-3622 CODE CASE # _____
PROPERTY OWNER NSC International Realty Inc
STREET ADDRESS 6810 O/S Hwy, Conch Key
DESCRIPTION OF WORK: Eveated concrete walls
without benefit of the permit Pump.
Considered unsafe

STAGE OF WORK: ___ COMPLETED ___ PARTIAL V ENVIRONMENTAL

Please bring this form to the Monroe County Building Department, along with a copy of your Property Record Card (obtained from Property Appraiser's office) and any other documentation (permits, contracts) pertaining to this project. Monroe County staff will determine whether your project can be permitted or whether a demolition permit will be required. Your prompt response is required to avoid further enforcement action. Submit at the following offices:

UPPER KEYS (KEY LARGO)

Murray Nelson Government & Cultural Center
102050 Overseas Highway
Key Largo, Fl. 33037
305-453-8800

MIDDLE KEYS (MARATHON)

Marathon Government Center
2798 Overseas Highway Suite 300
Marathon, Fl. 33050
305-289-2501

STOCK ISLAND

5503 College Road Suite 203
Key West Fl. 33040 305-295-3990
305-295-3990

OCEAN REEF

11601 CR 905
Key Largo, Fl. 33037
305-453-8765

PETITIONER'S EXHIBIT 5

Office Use only: Tag Place ____ Date _____ Initials_____ Tag Removed _____ Date_____

2033

MEMORANDUM

To: Monroe County Planning Department

From: Monroe County Code Compliance Inspector McPherson

Subject: 62910 Overseas Hwy. Conch Key

Date: 3-17-18

Code Enforcement Case: CE18020116

Address of Alleged Violation: 62910 Overseas Hwy

Business Name:

Name of Property Owner or Tenant: MSC International Realty LLC

RE# 00099000-000100 Nearest Mile Marker or Key: Conch Key

Description of Alleged Violation: Commercial Activity:

1. Operating Conch Keys Fisheries
2. Placement of fill/recycled asphalt and boulders
3. Placement of mobile offices/box trailers
4. Outdoor storage

Documents related to this parcel and/or case are:

Property Record Card

Property Map

Zoning Map

FLUM

Permit History

Photos of Property

Other information (described or attached) N/A

Planning findings and corrective action for compliance:

PETITIONER'S EXHIBIT 6 1 of 6

McPherson-Cynthia

From: rains-devin
Sent: Monday, March 26, 2018 10:41 AM
To: McPherson-Cynthia
Subject: RE: Planning Referral CE18020116
Attachments: 2015-228 LOU 02.25.16.PDF; Description of Alleged Violation.docx; MSC International CE18020116.pdf

Cynthia,

The referral included a description of Alleged Violation: Commercial Activity:

1. Operating Conch Keys Fisheries
2. Placement of fill/recycled asphalt and boulders
3. Placement of mobile offices/box trailers
4. Outdoor storage

Attached please find a word document "Description of Alleged Violation", addressing the four items. Also attached please find your referral request document and a copy of a Letter of Understanding file 2015-228.

Please let me know if you need any additional information or clarification.

Thank you,

Devin L. Rains
Principal Planner
Monroe County Planning and Environmental Resources Department
Murray Nelson Government & Cultural Center
102050 Overseas Highway
Key Largo, FL 33037
P: 305-453-8795
www.monroecounty-fl.gov

From: McPherson-Cynthia
Sent: Monday, March 19, 2018 9:36 AM
To: rains-devin
Subject: Planning Referral CE18020116

Devin,
Please see attached Referral.
Thanks.

Cynthia

Cynthia J. McPherson, CFM
Sr. Director, Code Compliance

PETITIONER'S EXHIBIT
tabbies
6 2 of 4
2035

Monroe County Code Compliance
2798 Overseas Hwy #330
Marathon, FL 33050
(305) 289-2508
McPherson-Cynthia@monroecounty-fl.gov

HELP US TO HELP YOU!

Please note: Florida has a very broad public records law. Most written communications to or from the County regarding County business are public record, available to the public and media upon request. Your email communication may be subject to public disclosure.



Description of Alleged Violation: Commercial Activity:

1. **<u>Operating Conch Key Fisheries.</u>**

The parcel, RE# 00099000-000100, 62910 Overseas Hwy., Conch Key, is located in the Commercial Fishing Special District 16.

Pursuant to Land Development Code (LDC) Section 101-1 Definitions:

> *Commercial fishing use* means the catching, landing, processing and/or packaging of seafood for commercial purposes; the storage, mooring and docking of commercial fishing vessels; and/or the manufacture, assembly, repair, maintenance and storage of traps and other commercial fishing equipment; and the term includes charter boat uses and sport diving uses.

Pursuant to LDC Section 130-32

> **Sec. 130-32. Purpose of the Commercial Fishing Special District (CFSD).**
>
> The purpose of the CFSD district is to establish areas where various aspects of commercial fishing have been traditionally carried out while prohibiting the establishment of additional commercial fishing uses that are inconsistent with the natural environment, immediate vicinity or community character of the area. Each individual sub-district has unique characteristics relating to the fishing and maritime industry of that particular location.

Permitted and Conditional Uses can be found in LDC Section 130-77 Commercial Fishing Area district (CFA). In addition, LDC Section 130-77(d) includes special provisions for Commercial Fishing Area District:

> (d) In order to provide for the special needs of the commercial fishing industry, while ensuring general compliance with plan requirements and maintaining good environmental quality and community character, the Commercial Fishing Area district is given the following special considerations:
>
> (1) The Commercial Fishing Area district, under minor conditional use, may vary the requirements of the district;
> (2) Temporary uses specifically involving trap construction, maintenance and repair are hereby exempted from maximum FAR and minimum open space requirements;
> (3) Sanitary toilet facilities may be provided by using approved portable units;
> (4) Non-shoreline and shoreline setbacks may be varied by the Planning Director upon a written recommendation by the County Biologist that stormwater runoff can be appropriately controlled due to the provisions of new gutters, berms or similar devices;
> (5) The vegetated bufferyard requirements may be varied to include fences or natural vegetation except when abutting residential districts;
> (6) Lighting requirements may be reduced or waived where the Planning Director and County Biologist agree that light intrusion, either to adjoining properties or waterfront areas, will have no adverse effect on community character or habitat; and
> (7) Except for commercial retail and wholesale operations, parking requirements may be met by the provision of one parking or loading space for each individual lot of 6,000 square feet or less. Larger lots or parcels shall proportionately meet this same requirement.

PETITIONER'S EXHIBIT
tabbies
6 4 of 6
2037

Permitted and Conditional Uses specific to CFSC 16 can be found in LDC Section 130-79. The permitted as of right uses in CSFD 16 are:

(j) CFSD 16 (located on Conch Key):

(1) The following uses are permitted as of right in Commercial Fishing Special District 16:

a. Commercial fishing;
b. Accessory uses;
c. Mobile homes;
d. Detached dwellings;
e. Vacation rental use if a special vacation rental permit is obtained in accordance with section 134-1.
f. Collocations on existing antenna supporting structures, pursuant to section 146-5(c);
g. Satellite earth stations less than two meters in diameter, as accessory uses, pursuant to section 146-5(f);
h. Home occupations – special use permit required; commercial fishing does not require a special use permit; and

i. Wastewater nutrient reduction cluster systems that serve less than ten residences.

As memorialized in a Letter of Understanding (File 2015-228): "according to the County's Marine Facilities Database, the property is recognized as commercial fishing."

Summary of Item 1. Operating Conch Key Fisheries:

- **Commercial fishing use is consistent with the permitted uses in Commercial Fishing Area Districts (CFA). Specifically, this parcel is located in Commercial Fishing Special District 16 (CFSD 16) in which commercial fishing is a permitted use.**

2. <u>Placement of fill/recycled asphalt and boulders.</u>

Summary of Item 2. Placement of fill/recycled asphalt and boulders.

- **No specific permit history found for placement of fill. The material may be related to work under permit 17203622 for fence. Fence permits are reviewed and inspected by County Biologist. A County Biologist may have comments regarding the alleged activity.**

3. <u>Placement of mobile offices/box trailers.</u>

Pursuant to LDC Section 101-1, Definitions:
Structure means anything constructed, installed or portable, the use of which requires a location on a parcel of land.. The term includes, but is not limited to, buildings, roads, walkways of impervious materials, paths, fences, swimming pools, sport courts, poles, transmission lines, signs, cisterns, sewage treatment plants, sheds, docks, and other accessory construction.

Summary of Item 3. Placement of mobile offices/box trailers.



- **Structures such as pre-fabricated/manufactured offices would require a permit. Other cargo containers and non- road ready vehicles (refer to Florida Statutes 320.01) could be interpreted to be a structure. A structure would require a permit. Structures with habitable floor area would be subject to NROGO pursuant to LDC Chapter 138. See also Monroe County Code Section 17-2 - In–operative vehicles and watercraft.**

4. **Outdoor storage**

Pursuant to Land Development Code (LDC) Section 101-1 Definitions:

> *Commercial fishing use* means the catching, landing, processing and/or packaging of seafood for commercial purposes; the storage, mooring and docking of commercial fishing vessels; and/or the manufacture, assembly, repair, maintenance and storage of traps and other commercial fishing equipment; and the term includes charter boat uses and sport diving uses.

Summary of Item 4. Outdoor Storage

- **Storage of traps and other commercial fishing equipment is included in the definition of commercial fishing use.**



County of Monroe

Planning and Environmental Resources Department
2798 Overseas Highway, Suite 410
Marathon, Florida 33050-4277
Voice: (305) 289-2500
Fax: (305) 289-2536

Board of County Commissioners
Mayor Heather Carruthers, District 3
Mayor Pro Tem George Neugent, District 2
Danny L. Kolhage, District 1
David Rice, District 4
Sylvia Murphy, District 5

We strive to be caring, professional, and fair.

February 25, 2016

Jason Ho (msctradinginc@gmail.com)
MSC International Realty, LLC
8602 NW 79th Street
Tamarac, Florida 33321

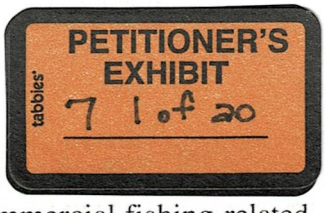
Letter of Understanding (File # 2015-228), 62910 Overseas Highway, Conch Key
14 65 34 Conch Key PB3-120 Pt Tr B & Pt SR 5 & Pt BB Adj Tr B (a/k/a Pt Parcels A & B),
Real Estate # 00099000-000100

Dear Mr. Ho:

Pursuant to Section 110-3 of the Monroe County Land Development Code (the "Code"), this document shall constitute a Letter of Understanding (LOU) following your request for a Pre-Application Conference with Planning and Environmental Resources staff. The purpose of a Pre-Application Conference is to acquaint the participants with the requirements of the County Code, applicable comprehensive plan policies and the views and concerns of the County. The substance of the Pre-Application Conference held on February 9, 2016 is recorded in this LOU, which sets forth the subjects discussed at the conference and the County's position in regard to the subject matters discussed.

In attendance at the pre-application conference were:
- Jason Ho and Wanto Ho, Applicants
- Dick Hopkins, Contractor
- Kevin Bond, Planning and Development Review Manager
- Mike Roberts, Senior Administrator of Environmental Resources
- Devin Rains, Senior Planner
- Janene Sclafani, Planner

Materials submitted for review included:
- Written project description and questions
- Appraiser's Property Record Card



I. APPLICANT PROPOSAL

The Applicant proposes to develop a two-story, 10,000 square foot building to serve commercial fishing-related uses including fish processing and packaging, retail and wholesale seafood sales, storage, offices and potentially a residential unit for the business owner. A future phase may include new docks, a fuel station and charter boats.



Subject Property with Land Use (Zoning) Districts Overlaid (Aerial dated 2015)

II. SUBJECT PROPERTY DESCRIPTION

1. The subject property is located adjacent to Overseas Highway (U.S. 1) on Conch Key, near U.S. 1 Mile Marker 63 on the ocean side. The property's street address is 62910 Overseas Highway and is located adjacent to Corel Key Village.

2. The subject property consists of a portion of Section 14, Township 65 South, Range 34 East, part of the Conch Key subdivision as recorded in Plat Book 3, Page 120, Part of Tract B, Part of State Route 5 and Bay Bottom Adjacent to Tract B (a/k/a Part of Parcels A & B), with Real Estate Number 00099000-000100 and Alternate Key 8906251.

3. A boundary survey of the property was not submitted. According to the Monroe County Property Appraiser's Record Card, the property consists of 23,087 square feet (0.53 acres) of gross land area and 16,988 square feet (0.39 acres) of submerged land. Staff calculations included in this letter are based on the aforementioned gross land area.

   Please note that a sealed boundary survey, providing the exact amount of upland land situated above mean high water, is required at the time of development application submittal for new development affecting open space or land use intensity. This survey shall show mean high water lines drawn in accordance with Florida Statutes, and a wetland delineation indicating the transition between wetlands and uplands as approved by the County Biologist. If the amount of upland provided on the sealed boundary survey differs, then calculations provided in this letter are subject to change.

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III. RELEVANT PRIOR COUNTY ACTIONS

1. In 1985, Permit # B11343 was issued to coat a mobile home roof for waterproofing. According to the Property Record Card, a mobile home is still located on the property.
2. In 2002, Permit # 02200231 was issued to install a water line.
3. In 2009, Permit # 09200541 was issued for a 4'x4' real estate sign.
4. In 2014, Permit # 14205736 was issued to replace electric service.

IV. REVIEW

The following land development regulations directly affect the proposal; however, please note that there may be other regulations not referred to nor described in this LOU, which may govern the proposed development.

1. The subject property is located within the Commercial Fishing Special (CFS) Land Use (Zoning) District and within the Mixed Use/Commercial Fishing (MCF) Future Land Use Map (FLUM) Category. The property is part of CFSD 16 located at Conch Key.
2. The subject property is within an area designated Tier III (infill area) on the Tier Overlay District Map.
3. According to the County's Marine Facilities Database, the property is recognized as commercial fishing.
4. The proposed development would need to be consistent with the purpose of the MCF FLUM Category, and all other applicable goals, objectives and policies of the Monroe County Comprehensive Plan. Pursuant to Comprehensive Plan Policy 101.4.6:

   > "The principal purpose of the Mixed Use/Commercial Fishing land use category is to provide for the maintenance and enhancement of commercial fishing and related traditional uses such as retail, storage, and repair and maintenance which support the commercial fishing industry. Residential uses are also permitted. In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:
   >
   > 1. only low intensity commercial uses shall be allowed
   > 2. a maximum floor area ratio of 0.10 shall apply; and
   > 3. maximum net residential density shall be zero. [9J-5.006(3)(c)1 and 7]"

   The subject property does not contain any hammocks, pineland or disturbed wetlands.

5. The proposed development would need to be consistent with the purpose of the CFS Land Use District. Pursuant to Code Section 130-30, "The purpose of the CFS district is to establish areas where various aspects of commercial fishing have been traditionally carried out while prohibiting the establishment of additional commercial fishing uses that are inconsistent with the natural environment, immediate vicinity or community character of the area."
6. The proposed uses are permitted as follows within the CFSD 16 Land Use District, pursuant to Code Section 130-79(12). CFA District regulations also apply per Code Section 130-77.
   - Commercial fishing uses are permitted as-of-right

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- Mobile homes are permitted in addition to detached dwellings as a matter of right.
- Attached dwellings are permitted, provided that the total floor area of residential uses in a commercial fishing area district (CFA) does not exceed 25% of the land area in the commercial fishing area district (CFA).
- Commercial retail uses, low- and medium-intensity, are permitted provided that the goods and services are related to or supportive of the commercial fishing industry.
- Light industrial uses, including marine repair services, are permitted provided that such uses are intended to serve the needs of the commercial fishing industry.
- Marinas and boat chartering are permitted as Major Conditional Uses provided that criteria in Code Section 130-77(f)(1) are met.

Furthermore, in order to provide for the special needs of the commercial fishing industry, all commercial fishing areas and villages are given the special considerations listed in Code Section 130-77(c). All commercial fishing districts, with a Minor Conditional Use application, may request to vary the requirements of that district. The purpose of this flexibility is to ensure general compliance with plan requirements while maintaining good environmental quality and community character.

Uses permitted as-of-right may commence after obtaining any and all required building permits, ROGO and NROGO allocation awards and Certificate of Occupancy or Completion. Uses permitted as minor or major conditional uses would also need to apply for and obtain approval of a Minor or Major Conditional Use Permit. The Conditional Use application forms are available on the County website at www.monroecounty-fl.gov/index.aspx?nid=189.

7. The following words, terms and phrases are defined in Code Section 101-1, relevant to the proposed uses:

   Commercial fishing means the catching, landing, processing or packaging of seafood for commercial purposes, including the mooring and docking of boats and/or the storage of traps and other fishing equipment and charter boat uses and spo[r]t diving uses.

   Marina means a facility for the storage (wet and dry), launching and mooring of boats together with accessory retail and service uses, including restaurants and live-aboards, charter boat and sport diving uses, except where prohibited, but not including docks accessory to a land-based dwelling unit limited to the use of owners or occupants of the dwelling unit.

   Light industrial use means an industrial use that is not a heavy industrial use. See "Industrial use."

   Industrial use means a use devoted to the manufacture, warehousing, assembly, packaging, processing, fabrication, storage or distribution of goods and materials whether new or used or the substantial refinishing, repair and/or rebuilding of vehicles or boats.

8. The proposed owner's living quarters would be subject to the County's Residential Rate of Growth Ordinance (ROGO). Pursuant to Code Section 138-21, the Residential ROGO shall apply to all residential dwelling units for which a building permit is required by the Land Development Code and for which building permits have not been issued prior to July 13, 1992, except as otherwise provided in the Code. A Residential ROGO allocation award shall be required prior to the issuance of a building permit for the proposed owner's living quarters. Alternatively, it may be possible to redevelop the existing mobile home into the proposed owner's living quarters if the mobile home can be recognized as a lawfully established residential unit prior to July 13, 1992. If this option is desired, Staff recommends submitting a request for a ROGO Exemption Letter.

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9. The proposed new commercial fishing building would be subject to the County's Nonresidential ROGO (NROGO). Pursuant to Code Section 138-49, the NROGO shall apply to the development of all new and expanded nonresidential floor area, except as exempted by Code Section 138-50, for which buildings permit or other final development approval is required. A NROGO allocation award shall be required prior to the issuance of a building permit for the proposed retail, office or light industrial buildings. Additionally, permits for any accessory uses or structures cannot be issued prior to issuance of the permit for a principal use.

10. The proposed owner's living quarters would be subject to the maximum residential density within the CFSD 16 Land Use District pursuant to Code Section 130-157. The maximum residential density of the subject property would be in accordance with the following table:

Land Use District	*Allocated Density (DU/Acre)*	*Allocated Density Maximum DUs*	*DUs Proposed*	*% Development Potential Used*
Commercial fishing	3.0	1.59	1	62.9%

Code Section 101-1 defines *density* or *allocated density* as the number of dwelling units or rooms allocated per gross acre of land.

Alternatively, if the residential units are affordable or employee housing, then the Maximum Net Density bonus within the CSFD 16 Land Use District may be utilized. Additionally, the existing or proposed affordable or employee housing units would not affect the maximum amount of nonresidential floor area that may be lawfully developed on the property, as would be required for market-rate housing. The maximum net density for affordable or employee housing on the subject property would be in accordance with the following table:

Land Use District	*Maximum Net Density (DU/Buildable Acre)*	*Max Net Density Maximum DUs*	*DUs Proposed*	*% Development Potential Used*
Commercial fishing	12.0	5.09	1	19.6%

Code Section 101-1 defines *maximum net density* as the maximum density permitted to be developed per unit of land on the net buildable area of a site, as measured in dwelling units or rooms per acre. *Net buildable area* means that portion of a parcel of land that is developable and is not open space required by Code Section 130-157 or required minimum bufferyard under Code Chapter 114, Article V or required setbacks under Code Section 130-186.

Therefore, one (1) market-rate dwelling unit may be developed on the property, but would affect the maximum amount of nonresidential floor area that may be developed. Alternatively, up to five (5) affordable or employee housing units may be developed on the property, and would not affect the maximum amount of nonresidential floor area that may be developed.

11. The proposed 10,000-square-foot nonresidential commercial fishing building would be subject to the maximum nonresidential land use intensities within the CFSD 16 Land Use District pursuant to Code Section 130-164. The maximum nonresidential intensity of the subject property would be in accordance with the following table:



Land Use District	*Maximum Floor Area Ratio*	*Max Floor Area SF*	*SF Proposed*	*% Max FAR Used*
Commercial fishing special districts (all):				
Commercial retail:				
Low intensity	0.35	8,080	10,000	123.8%
Medium intensity	0.25	5,772	10,000	173.3%
Commercial fishing	0.40	9,235	10,000	108.3%
Light industry	0.30	6,926	10,000	144.4%

As the table above shows, it would *not* be possible to develop the entire proposed 10,000 square feet of total nonresidential floor area. At the 0.40 maximum FAR for commercial fishing uses, up to 9,235 square feet of nonresidential floor area could be developed. This number may be further reduced depending on the nature of the proposed development, which is explained further below.

Code Section 101-1 provides the following relevant definitions:

> *Floor area* means the sum of the gross horizontal areas of each story of the principal building, measured from the exterior walls or from the centerline of party walls, including the floor area of accessory uses and of accessory buildings and structures.
>
> *Floor area ratio* means the total floor area of the building on a lot divided by the gross area of the lot or site.

12. The maximum amount of nonresidential floor area may be further reduced depending on the amount of existing or proposed residential dwelling units, and whether the residential dwelling units are proposed as affordable or employee housing or as market-rate housing. This is because, pursuant to Code Section 130-156, the maximum residential density and nonresidential intensity (floor area ratio, or FAR) provisions are intended to be applied cumulatively so that no development shall exceed the total density limits of Code Chapter 130, Article V.

    Residential dwellings can be developed as market-rate housing or as affordable or employee housing. If developed as affordable or employee housing, then the residential dwellings would be eligible for the incentives outlined in Code Section 130-161. One incentive, pursuant to Code Section 130-161(a)(5), is that when calculating density, any proposed affordable or employee housing on a parcel and the floor area thereof shall be excluded from the calculation of the total gross nonresidential floor area development that may be lawfully established on the parcel, provided, however, that the total residential density allowed on the site shall not exceed the maximum net density for affordable and employee housing. *What this means for the proposed development on the subject property is that if the residential dwellings are developed as affordable or employee housing (instead of market-rate housing), then the amount of residential units would not affect or reduce the maximum amount of nonresidential floor area that could be built.*

    The following table attempts to provide a demonstration of the effect the number of residential dwellings developed as market-rate housing would having on the amount of nonresidential floor area allowed on the property, compared to the amount of nonresidential floor area allowed under the affordable housing incentive mentioned above.

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RESIDENTIAL DENSITY (3 DUs/acre x 0.53 acres = Max 1.59 DUs)				*NONRESIDENTIAL INTENSITY (0.4 FAR [1] x 23,087 SF = 9,234.8 SF)*
SC Land Use District *Uses*	*# DUs Proposed*	*% Dev Potential Used*	*% Dev Potential Remaining*	*SF Remaining after DUs*
If residential dwellings developed as market-rate units:	2	126% (exceeds max)	0%	0
	1	63%	37%	3,426.7
	0	0%	100%	9,234.8
If residential dwellings developed as affordable/employee housing units:	5	0%	100%	9,234.8
	4	0%	100%	9,234.8
	3	0%	100%	9,234.8
	2	0%	100%	9,234.8
	1	0%	100%	9,234.8
	0	0%	100%	9,234.8

[1] *Assumes all nonresidential uses would be commercial fishing. Other FARs apply based on proposed uses.*

13. Pursuant to Code Section 130-157, the minimum open space ratio for the proposed uses within the CFSD 16 Land Use District is 0.2 or 20%. Pursuant to Code Section 101-1, *open space* means that portion of any parcel or area of land or water that is required to be maintained such that the area within its boundaries is open and unobstructed from the ground to the sky. *Open space ratio (OSR)* means the percentage of the total gross area of a parcel that is open space.

Land Use District	*Minimum OSR*	*Size of Site*	*Minimum Open Space Required*
Suburban Commercial (SC)	0.2	23,087 SF	4,617 SF

14. Pursuant to Code Section 130-186, the required non-shoreline setbacks within the CFSD 16 Land Use District are:

Land Use District/ Land Use	*Primary Front Yard (ft.)*	*Secondary Front Yard (ft.)*	*Primary Side Yard (ft.)*	*Secondary Side Yard (ft.)*	*Rear Yard (ft.)*
Commercial Fishing Area (CFA), Commercial Fishing Special District (CFSD), And Commercial Fishing Village (CFV)	25	15	10	5	20



The required non-shoreline setbacks would apply to the subject property as follows:

- 25-foot primary front yard setback along Overseas Highway to the north or west.
- 15-foot secondary front yard setbacks along Overseas Highway to the west or north
- 5-foot secondary side yard setback along the remaining interior property line to the south
- No primary side yard or rear yard setbacks would apply.

Pursuant to Code Section 101-1, *setback* means the area between a building or structure and the property line of the parcel of land on which the building or structure is located, unoccupied and unobstructed from the ground upward, except for fences or other development permitted in the area as provided for in this

Land Development Code. In measuring a setback, the horizontal distance between the property line and the furthermost projection of the building or structure shall be used. Further, the setback shall be measured at a right angle (90 degrees) from the property line.

15. Code Section 130-189 allows certain accessory structures to be located within required setbacks as follows. See Code Sections 130-189(c)(3), 130-189(d)(3) and 130-189(e)(1) for full requirements. The table assumes the primary front yard would be along Overseas Highway to the west, and the secondary front yard would be along Overseas Highway to the north.

Yard	*Length (feet)*	*Minimum Setback*	*Accessory structures allowed*	*Max % of yard*	*Max SF of yard*
Primary Front	192	25	Driveways, walkways	0.6	2,880
Secondary Front	242	15	Driveways, walkways	0.6	2,178
Primary Side	N/A	10	Driveways, walkways, patios, decks (residential only)	0.8	N/A
Secondary Side	70	5	Driveways, walkways, patios, decks (residential only)	0.8	280
Rear	N/A	10	Structures up to 18 inches or 12 feet in height (residential only)	0.6	N/A

16. The shorelines adjacent to the canal are subject to the shoreline setback requirements in Code Section 118-12. The shoreline adjacent to the canal is a lawfully altered shoreline adjacent to a manmade canal and basin. Per Code Section 118-12(b)(1), along lawfully altered shorelines including manmade canals, channels, and basins, principal structures shall be set back at least 20 feet as measured from the mean high water (MHW) line.

    Per Code Section 118-12(c)(1), along altered shorelines, including manmade canals, channels, and basins, accessory structures within the shoreline setback shall be constructed at a foundation height not to exceed 18 inches above existing grade; in no event shall the total, combined area of all structures occupy more than 60% of the upland area of the shoreline setback; and pools, spas, and any screen structures over pools or spas shall be set back a minimum of ten feet, as measured from the mean high water (MHW) line.

    Pursuant to Code Section 130-77(c)(3), required setbacks may be varied by the Planning Director upon a written recommendation by the Environmental Resources Coordinator that stormwater runoff can be appropriately controlled due to the provisions of new gutters, berms or similar devices; shoreline setbacks may also be varied.

    Per Code Section 118-12(f), no enclosed structures, other than a dock box of five feet or less in height, shall be allowed within the shoreline setback. Nonenclosed gazebos must be detached from any principal structure on the parcel. No decks or habitable spaces shall be constructed on the roof of any nonenclosed gazebo. Any gazebo within the shoreline setback shall not exceed 200 square feet in area and the highest portion of the roof shall be no more than 12 feet above grade.

17. The proposed development would be subject to the required number of off-street parking spaces pursuant to Code Section 114-67(c) and 130-77(c)(6). The following is the number of parking spaces to be provided for each proposed use:



Specific Use Category	*Minimum Required Number of Parking Spaces*	*Proposed Uses*	*Required Spaces*
Commercial fishing	1 space per 6,000 SF of land area	23,087 SF	3.85
Retail and wholesale operations	3 spaces per 1,000 sq. ft. of nonresidential floor area within the building	Not stated	Depends on amount proposed
Single-family dwelling units, including mobile homes	2 spaces per dwelling unit or mobile home	1 unit	2
Multifamily residential	2 spaces per each 1 or 2-bedroom unit; 3 spaces per each 3+ bedroom unit	Not stated	Depends on amount proposed
Marinas and commercial fishing facilities	1 space per berth plus 1 space per 4 dry storage racks	Not stated	Depends on amount proposed

The total number of required parking spaces would depend on the proposed mix of uses. The commercial fishing use alone would require at least four (4) parking spaces. Pursuant to Code Section 114-67(a), every use shall be provided with off-street parking in accordance with the standards contained in Code Chapter 114, Article III. Every parking space, both required and unrequired, shall meet the minimum standards of this article.

Design and dimensional requirements of parking spaces and aisles are set forth in Code Section 114-67(b). Standard parking spaces are 8.5 feet in width and 18 feet in length.

18. A Class E major street buffer (minimum of 30 feet in width) is required along the northern property line adjacent to the Overseas Highway right of way, pursuant to Code Section 114-127.

    A landscape plan was not provided; therefore compliance could not be determined. A detailed landscape plan including specific material and location to be planted will need to be submitted at the time of a development application.

19. Maintenance dredging of the canal is subject to the requirements and conditions of Code Section 118-10(4)c. Dredging. The following restrictions shall apply to dredging activities:

    1. No new dredging shall be allowed in the county except as specified for boat ramps in section 118-12(1) (shoreline setback, boat ramps).
    2. No maintenance dredging shall be permitted within areas vegetated with seagrass beds or characterized by hard bottom communities except for maintenance dredging in public navigation channels.
    3. In order to facilitate establishment and prevent degradation of bottom vegetation, maintenance dredging in artificial waterways shall not exceed depths greater than six feet at mean low water (MLW). This restriction does not apply to the entrance channels into Key West Harbor and Safe Harbor.
    4. All dredged spoil materials shall be placed on permitted upland sites designed and located to prevent runoff of spoil material into wetlands or surface waters.
    5. All dredge activities require approvals by the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers prior to issuance of a County Notice to Proceed.

20. Development of the site would be subject to review under the Permit Referral Process, pursuant to Code Section 122-8, for compliance with FEMA and USFWS requi[illegible] Species Act).

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Specifically, the parcel lies within the Species Focus Area for the Eastern Indigo Snake. Non-residential development of the site is not likely to adversely affect the subject species.

21. All applications for a County building permit will be required to contain a stormwater management plan prepared in accordance with Code Section 114-3(h). It is the responsibility of the applicant to include in the stormwater management plan for the development sufficient information for the Planning Director to evaluate the environmental and stormwater discharge characteristics of the affected areas, the potential and predicted impacts of the proposed activity on community waters, and the effectiveness and acceptability of those measures proposed by the applicant for reducing adverse impacts. The stormwater management plan shall contain maps, charts, graphs, tables, photographs, narrative descriptions, calculations, explanations, and citations to supporting references, and any additional information deemed necessary by the Planning Director. The stormwater management plan must be sealed by an engineer registered in the state with experience in stormwater management and drainage design.

    A stormwater management plan was not provided for review.

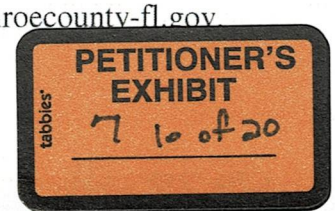
22. No structure or building shall be developed that exceeds a maximum height of 35 feet, pursuant to Code Section 130-187. Height is measured from existing pre-development grade. According to County GIS data, the property's elevations vary between sea level and four (4) feet above sea level. A survey with spot elevations or an elevation certificate would be required with submittal of a development application in order to verify existing grade of the subject property, for purposes of measuring building height. Per Code Section 101-1:

    > *Height* means the vertical distance between grade and the highest part of any structure, including mechanical equipment, but excluding chimneys; spires and/or steeples on structures used for institutional and/or public uses only; radio and/or television antenna, flagpoles; solar apparatus; utility poles and/or transmission towers; and certain antenna supporting structures with attached antenna and/or collocations as permitted in Code Chapter 146. However, in no event shall any of the exclusions enumerated in this section be construed to permit any habitable or usable space to exceed the applicable height limitations.
    >
    > *Grade* means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure, or the crown or curb of the nearest road directly adjacent to the structure, whichever is higher. To confirm the natural elevation of the ground surface, the county shall utilize the Light Detection and Ranging (LiDAR) dataset for Monroe County prepared in 2007. In the event 2007 LiDAR data is not available for a given parcel, the county shall use the best available data, including, but not limited to, pre-construction boundary surveys with elevations, pre-construction topographic surveys, elevation certificates and/or other optical remote sensing data.

23. No building permit shall be issued by the County for impact-producing development unless the applicant has paid the applicable impact fees in accordance with Code Chapter 126. Therefore, the proposed development would be subject to impact fees accordingly.

V. OTHER ISSUES CONCERNING THE PROPOSAL

1. The property is located within the AE-10, VE-11 and VE-13 flood zones. All new structures must be built to current floodplain management standards. For further information, please contact Mary Wingate, Senior Floodplain Coordinator, at 305-289-2866 or Wingate-Mary@monroecounty-fl.gov



2. The subject property is located adjacent to U.S. 1 (a state highway) along the north and west, and a private roadway to the southwest. The County's access (driveway) standards are set forth in Chapter 114, Article VII of the Land Development Code. There is an existing curb cut along the U.S. 1 side of the property, but both Code Sections 114-195 and 130-93 would require the property to have direct access to U.S. 1 by way of a curb cut that is spaced at least 400 feet from any other curb cut that meets FDOT's access standards or an existing street on the same side of U.S. 1. This 400-foot requirement would have to be met if a substantial improvement or change of use is made to the property, pursuant to Code Section 102-59. Staff recommends coordinating with FDOT to confirm that the existing driveway to U.S. 1 is recognized by FDOT.

3. A traffic study would be required, pursuant to Code Section 114-200, if the proposed development would generate 250 or more trips per day. To determine what level of traffic study would be required, an estimate of the number of trips per day of all the existing and proposed uses on the property should be submitted for review by the County's transportation planner. If required, the traffic study would need to be submitted as part of a development application.

4. Prior to the issuance of any building permit, if such review is required, all proposed development shall be found in compliance by the Monroe County Building Department and the Monroe County Office of the Fire Marshal. Staff recommends that the Applicant coordinate with these offices prior to application submittal. The Planning and Environmental Resources Department does not review for compliance with the Florida Building Code.

* * * * * * *

Pursuant to Code Section 110-3, you are entitled to rely upon the representations set forth in this letter as accurate under the regulations currently in effect. This letter does not provide any vesting to existing requirements and regulations. If the Monroe County Code or Comprehensive Plan is amended, the development would be required to be consistent with all regulations and policies at the time of development approval. The Department acknowledges that all items required as a part of the application for development approval may not have been addressed, and consequently reserves the right for additional comment.

You may appeal any decision, determination or interpretation made in this letter pursuant to Monroe County Code Section 102-185. A notice of appeal must be filed with the County Administrator, 1100 Simonton Street, Gato Building, Key West, Florida 33040, within 30 calendar days from the date of this letter. In addition, please submit a copy of your notice of appeal to the Planning Commission Coordinator, Monroe County Planning and Environmental Resources Department, 2798 Overseas Highway, Suite 410, Marathon, Florida 33050.

We trust that this information is of assistance. If you have any questions regarding the contents of this letter, or if we may further assist you with your project, please feel free to contact our Marathon office at (305) 289-2500.

Sincerely yours,

Mayté Santamaria
Senior Director Planning and Environmental Resources



Cc: Kevin Bond, AICP, Planning and Development Review Manager
Mike Roberts, Senior Administrator of Environmental Resources
Matt Coyle, AICP, Principal Planner

Attachments: Code Section 130-79(12) – CFSD 16 Land Use District
Code Section 130-77 – Commercial Fishing Area (CFS) Land Use District
Historic photos



(12) CFSD 16 (located at Conch Key):

a. CFA regulations apply per section 130-77.

b. Mobile homes permitted in addition to detached dwellings as a matter of right.

c. Vacation rental use if a special vacation rental permit is obtained in accordance with section 134-1.

d. As of right uses:

1. Collocations on existing antenna supporting structures, pursuant to section 146-5(3);

2. Satellite earth stations less than two meters in diameter, as accessory uses, pursuant to section 146-5(6); and

3. Home occupations special use permit required; commercial fishing does not require a special use permit.

e. Minor conditional uses: satellite earth stations greater than or equal to two meters in diameter, as accessory uses, pursuant to section 146-5(6).



Sec. 130-77. - Commercial fishing area district (CFA).

(a) In order to provide for the special needs of the commercial fishing industry, all commercial fishing areas and villages are given the special considerations listed in subsection (c) of this section.

(b) All commercial fishing districts under minor conditional use may vary the requirements of that district.

(c) The purpose of this flexibility is to ensure general compliance with plan requirements while maintaining good environmental quality and community character.

(1) Temporary uses specifically involving trap construction, maintenance and repair are hereby exempted from FAR and OSR requirements.

(2) Sanitary toilet facilities may be provided by using approved, portable units.

(3) Setbacks may be varied by the planning director upon a written recommendation by the environmental resources coordinator that stormwater runoff can be appropriately controlled due to the provisions of new gutters, berms or similar devices; shoreline setbacks may also be varied.

(4) The vegetated bufferyards requirements may be varied to include fences or natural vegetation except when abutting residential districts.

(5) Lighting requirements may be reduced or waived where the planning director and environmental resources coordinator agree that light intrusion, either to adjoining properties or waterfront areas, will have no adverse community character or habitat impacts.

(6) Except for retail and wholesale operations, parking requirements may be met by the provision of one parking or loading space for each individual lot of 6,000 square feet or less. Larger lots or tracts shall proportionately meet this same requirement.

(7) Attached dwellings, provided that the total floor area of residential uses in a commercial fishing area district (CFA) does not exceed 25 percent of the land area in the commercial fishing area district (CFA).

(8) Commercial retail, low- and medium-intensity uses, provided that the goods and services are related to or supportive of the commercial fishing industry.

(9) Light industrial uses, including marine repair services, provided that such uses are intended to serve the needs of the commercial fishing industry.

(d) The following uses are permitted as of right uses in the commercial fishing area district, subject to the standards and procedures set forth in chapter 110, article III:

(1) Replacement of an existing antenna-supporting structure pursuant to section 146-5(2);

(2) Collocations on existing antenna-supporting structures, pursuant to section 146-5(3);

(3) Satellite earth stations less than two meters in diameter, as accessory uses, pursuant to section 146-5 (6); and

(4) Home occupations—Special use permit required; commercial fishing does not require a special use permit.

(e) The following uses are permitted as minor conditional uses in the commercial fishing area district, subject to the standards and procedures set forth in chapter 110, article III:

(1) Attached wireless communications facilities, as accessory uses, pursuant to section 146-5(4);

(2) Stealth wireless communications facilities, as accessory uses, pursuant to section 146-5(5); and

(3) Satellite earth stations greater than or equal to two meters in diameter, as accessory uses, pursuant to section 146-5(6).

(f) The following uses are permitted as major conditional uses in the com[illegible]rict:

(1) Marinas and boat chartering, provided that:

PETITIONER'S EXHIBIT 7 14 of 20

a. The parcel proposed for development has access to water at least four feet below mean sea level at mean low tide;
b. The sale of goods and services is limited to fuel, food, boating, diving and sport fishing products;
c. Vessels docked or stored shall not be used for live-aboard purposes, except when a permitted sewage pumpout facility is available on-site and where the waste is treated in a permitted sewage treatment facility;
d. All outside storage areas are screened from adjacent residential uses by a solid fence, wall or hedge at least six feet in height;
e. Each nonwaterside perimeter setback of the parcel proposed for development must have a class C bufferyard within a side yard setback of ten feet;
f. No displacement of existing commercial fishing dockage or area;
g. No less than 50 percent of the dock area shall be devoted exclusively to commercial fishing; and
h. That no less than 50 percent of the district land area shall be used for other commercial fishing activities, such as trap storage and manufacture of traps;

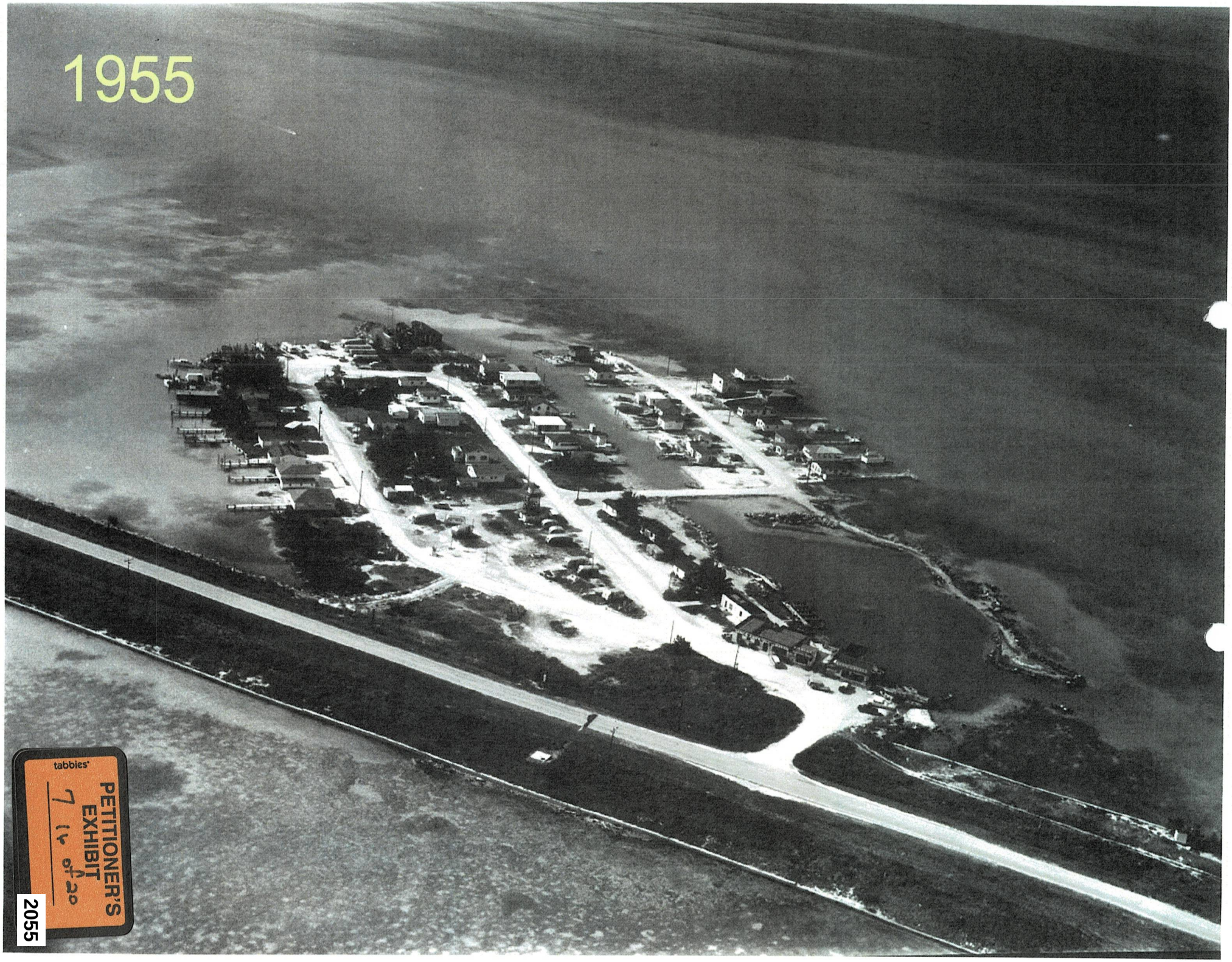
(2) Restaurants, dive shops, and other commercial uses under 1,600 square feet per shop, provided that:
a. There is no displacement of existing commercial fishing dockage or area;
b. No less than 50 percent of the dock area shall be devoted exclusively to commercial fishing; and
c. No less than 50 percent of the district land area shall be used for other commercial fishing activities, such as the storage and manufacture of traps;

(3) New antenna-supporting structures, pursuant to section 146-5(1); and

(4) Land use overlays A, E, INS, PF, PB, subject to provisions of article IV of this chapter.

(Code 1979, § 9.5-245; Ord. No. 33-1986, § 9-215; Ord. No. 40-1987, § 191; Ord. No. 28-1999, § 2; Ord. No. 27-2001, § 2; Ord. No. 33-2001, § 3; Ord. No. 007-2003, § 12; Ord. No. 037-2006, § 6)





tabbies
PETITIONER'S EXHIBIT
7 of 20
2055

1960

PETITIONER'S EXHIBIT
7 17 of 20
tabbies

2056



tabbies
PETITIONER'S EXHIBIT
7 18 of 20
2057

Monroe County, FL

Disclaimer

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

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

Summary

Parcel ID	00099000-000100
Account#	8906251
Property ID	8906251
Millage Group	510D
Location Address	62910 OVERSEAS Hwy, CONCH KEY
Legal Description	14 65 34 CONCH KEY PB3-120 PT TR B AND PT SR 5 AND PT BB ADJ TR B (A/K/A PT PARCELS A AND B) OR371-642/45 OR987-2231/33 OR1372-2483 OR1373-2004C OR2782-2163/65 (Note: Not to be used on legal documents.)
Neighborhood	10030
Property Class	VACANT INDUSTRIAL (4000)
Subdivision	
Sec/Twp/Rng	14/65/34
Affordable Housing	No



Owner

MSC INTERNATIONAL REALTY LLC
7154 N University Dr
274
Tamarac FL 33321

Valuation

		2023 Preliminary Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$54,421	$54,421	$51,834	$51,834
+	Market Land Value	$667,646	$667,646	$667,646	$667,646
=	Just Market Value	**$722,067**	**$722,067**	**$719,480**	**$719,480**
=	Total Assessed Value	**$722,067**	**$720,799**	**$655,272**	**$595,702**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$722,067**	**$722,067**	**$719,480**	**$719,480**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$667,646	$0	$54,421	$722,067	$720,799	$0	$722,067	$0
2021	$667,646	$0	$51,834	$719,480	$655,272	$0	$719,480	$0
2020	$667,646	$0	$51,834	$719,480	$595,702	$0	$719,480	$0
2019	$489,714	$0	$51,834	$541,548	$541,548	$0	$541,548	$0
2018	$480,018	$0	$44,008	$524,026	$524,026	$0	$524,026	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(4100)	23,087.00	Square Foot	0	0
ENVIRONMENTALLY SENS (000X)	0.39	Acreage	0	0

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
BOAT RAMP	1975	1976	11 x 17	1	187 SF	1
CONCRETE DOCK	1975	1976	6 x 140	1	840 SF	2
SEAWALL	1975	1976	6 x 140	1	840 SF	4

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2/12/2016	$600,000	Warranty Deed		2782	2163	01 - Qualified	Improved		

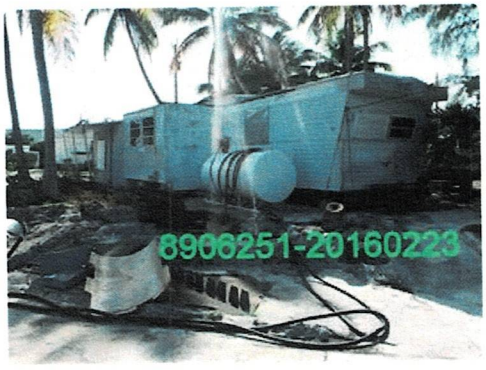
Permits

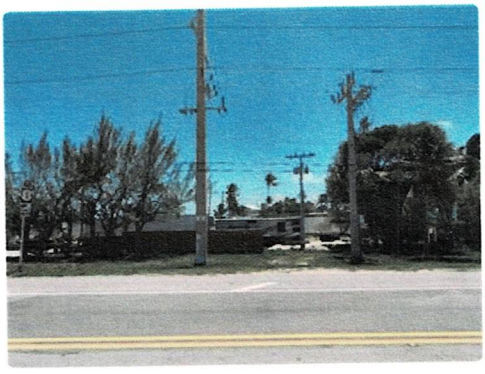
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
17203622	10/17/2019		$10,000	Commercial	INSTALL WHITE PVC FENCING AROUND OUTER PERIMETER OF PROPERTY --- 6 FT HIGH WITH A 3' WALK - THRU GATE ---4' TALL. MASONARY/CONCRETE WALL ALONG SIDE FACING US 1-- NEW 18' SLIDING GATE PER APPROVED PLAN IN FIULE. FIRE MARSHAL APPROVED 9/1/2017---CM
17203622	10/13/2017		$10,000	Commercial	INSTALL WHITE PVC FENCING AROUND OUTER PERIMETER OF PROPERTY
16205675	1/10/2017	2/21/2018	$3,000	Commercial	DEMO 640 SF TRAILER, ATTACHMENTS, AND CONCRETE SLAB. ABANDON SEPTIC
16205272	11/7/2016	8/23/2017	$5,800	Commercial	ELECTRIC SERVICE FOR TEMPORARY COOLER TRAILERS. KEYED AT NO VALUE.
14205736	12/24/2014	12/30/2014	$800	Commercial	REPLACE EXISTING 100 AMP POLE
3202956	8/25/2003	11/13/2013	$4,000	Commercial	RIP RAP REPAIR
2200231	3/6/2002	11/13/2013	$1,500	Commercial	INSTALL WATER LINE

View Tax Info

View Taxes for this Parcel

Photos





Map



TRIM Notice

2023 TRIM Notice (PDF)

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

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

| User Privacy Policy | GDPR Privacy Notice

Last Data Upload: 10/5/2023, 4:01:02 AM

Contact Us

Developed by Schneider GEOSPATIAL

SAM C. STEELE, C.F.C.
MONROE COUNTY TAX COLLECTOR

2023 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY ID #	ESCROW CD	MILLAGE CODE	ACCOUNT #
8906251		510D	8906251

MSC INTERNATIONAL REALTY LLC
7154 N University Dr # 274
Tamarac, FL 33321-2916

00099000000100146534
62910 OVERSEAS Hwy

14 65 34 CONCH KEY PB3-120 PT TR B AND PT SR 5 AND PT BB ADJ TR B (A/K/A PT PARCELS A AND B) OR37

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
SCHOOL STATE LAW	305-293-1400	1.0980	722,067	0	722,067	792.83
SCHOOL LOCAL BOARD	305-293-1400	1.7980	722,067	0	722,067	1,298.28
GENERAL FUND	305-292-4473	0.8923	722,067	0	722,067	644.30
F&F LAW ENFORCE JAIL	305-292-7017	1.7880	722,067	0	722,067	1,291.06
HEALTH CLINIC	305-293-7500	0.0388	722,067	0	722,067	28.02
GENERAL PURPOSE	305-292-4473	0.1765	722,067	0	722,067	127.44
MOSQUITO CONTROL	305-292-7190	0.4344	722,067	0	722,067	313.67
M C LOCAL ROAD PATROL	305-292-7017	0.3118	722,067	0	722,067	225.14
SFWM DIST	800-432-2045	0.0948	722,067	0	722,067	68.45
OKEECHOBEE BASIN	800-432-2045	0.1026	722,067	0	722,067	74.08
MIDDLE KEYS HEALTH CARE	305-293-7500	0.5000	722,067	0	722,067	361.03
LOWER & MIDDLE KEYS FIRE & AMB	305-292-4473	1.6932	722,067	0	722,067	1,222.60
EVERGLADES CONST PRJT	800-432-2045	0.0327	722,067	0	722,067	23.61
TOTAL MILLAGE		8.9611		AD VALOREM TAXES		$6,470.51

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	AMOUNT
CONCH KEY WASTEWATER DIST	305-296-2454	612.33
NON-AD VALOREM ASSESSMENTS		$612.33

COMBINED TAXES AND ASSESSMENTS	$7,082.84	See reverse side for important information.

If Postmarked By	Nov 30, 2023	Dec 31, 2023	Jan 31, 2024	Feb 29, 2024	Mar 31, 2024
Please Pay	6,799.53	6,870.35	6,941.18	7,012.01	7,082.84

IF PAID BY

RETAIN THIS PORTION FOR YOUR RECORDS.
WALK-IN CUSTOMERS
PLEASE BRING FOR RECEIPT.

SAM C. STEELE, C.F.C.
MONROE COUNTY TAX COLLECTOR

2023 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY ID #	ESCROW CD	MILLAGE CODE	ACCOUNT #
8906251		510D	8906251

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7154 N University Dr # 274
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00099000000100146534
62910 OVERSEAS Hwy

14 65 34 CONCH KEY PB3-120 PT TR B AND PT SR 5 AND PT BB ADJ TR B (A/K/A PT PARCELS A AND B) OR37

RETURN WITH PAYMENT

CHECKS ON U.S. BANKS ONLY MADE PAYABLE TO SAM C. STEELE, C.F.C. TAX COLLECTOR • P.O. BOX 1129, KEY WEST FL 33041-1129

If Postmarked By	Nov 30, 2023	Dec 31, 2023	Jan 31, 2024	Feb 29, 2024	Mar 31, 2024
Please Pay	6,799.53	6,870.35	6,941.18	7,012.01	7,082.84

1 08906251 2023 4

2060

MONROE COUNTY, FLORIDA

RESOLUTION NO.057-2014

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, ADOPTING THE PROCEDURES TO BE USED AFTER A FINAL ORDER HAS BEEN RENDERED BY THE CODE COMPLIANCE SPECIAL MAGISTRATE TO INITIATE INJUNCTIVE RELIEF FOR NON-COMPLIANT PROPERTIES, FORECLOSURE AND/OR MONEY JUDGMENT ACTIONS FOR COLLECTION OF UNPAID FINES AND/OR COSTS FROM A PROPERTY OWNER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 162.09(1), Florida Statutes and Monroe County Code Section 8-31(a) give the Special Magistrate appointed to hear Code Compliance cases the authority to impose fines and costs including the cost of repairs if the County is forced to make repairs, after a finding that the property owner has violated the Monroe County Code(s); and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes and Monroe County Code 8-31(c), a certified copy of an Order imposing a fine or a fine plus repair costs may be recorded in the public records and thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator; and

WHEREAS, a certified copy of the Order imposing the fines and costs becomes a lien on all real and personal property owned by the violator once recorded with the County Clerk; and

WHEREAS, the County has the authority to initiate litigation to enforce its codes and recorded liens; and

WHEREAS, the initiation of litigation may be the only incentive for some property owners to gain compliance; and

WHEREAS, the Board of County Commissioners finds it in the public's interest to have a formalized written procedure to be used after a Final Order has been rendered by the Code Compliance Special Magistrate to initiate injunctive relief on non-compliant properties, foreclosure and/or money judgment actions for collection of unpaid fines and/or costs from a property owner;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY:

Section 1: The County's formal procedure is hereby adopted as set forth in **Attachment A: PROCEDURES TO BE USED AFTER A FINAL ORDER HAS BEEN RENDERED BY THE CODE COMPLIANCE SPECIAL MAGISTRATE TO INITIATE INJUNCTIVE RELIEF FOR NON-COMPLIANT PROPERTIES, FORECLOSURE AND/OR MONEY JUDGMENT ACTIONS FOR COLLECTION OF UNPAID FINES AND/OR COSTS FROM A PROPERTY OWNER.**

Section 2: This resolution and the incorporated policies shall become effective upon adoption by the County Commission.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS of Monroe County, Florida, at a regular meeting of said board held on the 19th of March, 2014.

Mayor Sylvia Murphy	Yes
Mayor *pro tem* Danny L. Kolhage	Yes
Commissioner Heather Carruthers	Yes
Commissioner George Neugent	Yes
Commissioner David Rice	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: Sylvia J. Murphy
Mayor Sylvia Murphy

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
LISA GRANGER
ASSISTANT COUNTY ATTORNEY
Date 3/5/14

FILED FOR RECORD
2014 APR -3 PM 1:45
CLERK CIR. CT.
MONROE COUNTY, FL

ATTACHMENT A

PROCEDURES TO BE USED AFTER A FINAL ORDER HAS BEEN RENDERED BY THE CODE COMPLIANCE SPECIAL MAGISTRATE TO INITIATE INJUNCTIVE RELIEF FOR NON-COMPLIANT PROPERTIES, FORECLOSURE AND/OR MONEY JUDGMENT ACTIONS FOR COLLECTION OF UNPAID FINES AND/OR COSTS FROM A PROPERTY OWNER

1. Special Magistrate (SM) enters a Final Order imposing a compliance date, fines and/or costs after a finding of violation of Monroe County Code(s) by property owner (violator) or approving a Stipulated Agreement with an agreed upon compliance date and fine amounts. The Final Order of SM providing the compliance date, and imposing fines and/or costs is provided to the property owner as soon as practicable. Referrals, if not made previously, are made to other agencies in appropriate circumstances.

2. The Final Order of the SM is recorded by Code Compliance (CC) as a lien by Code Compliance within 14 days after the compliance date for those cases that have not achieved compliance.

3. The Final Order of the SM is recorded as a lien by CC within 45 days after the compliance date for those cases that have achieved compliance by the compliance date but have outstanding costs in excess of $200.

4. If compliance is not achieved within 75 days of the recording of the lien, then a re-inspection of the property is completed by the Code Inspector assigned to the case. If the property is still not in compliance then a demand letter including the current amount of fines and/or costs is sent to the property owner.

5. If compliance is not achieved within 90 days of the recording of the lien and/or the lien is not satisfied, then CC will research the subject property to determine:

   i. if the subject property is homesteaded;
   ii. if the subject property is the only property owned by property owner/violator;
   iii. what efforts, if any, the property owner has made to achieve compliance;
   iv. the amount of the lien accrued to date; and
   v. any other relevant factors, including but not limited to researching the status of the property owner, i.e. any Lis Pendens filed against the property or property owner, any pending or closed foreclosure actions, any open, pending or discharged Bankruptcy petitions.

6. CC staff shall provide a written memo or email to the County Attorney's Office (CAY) with the results of the research outlined and requested further action.

7. The CAY will review the information provided by CC staff.

8. The CAY will move the SM per F.S. 162.09 for an Order authorizing foreclosure or a money judgment action; and,

i. The Code Compliance Liaison (Liaison) will schedule the motion for the next available SM hearing for a Motion for approval to proceed with a foreclosure and/or money judgment action;
ii. The Liaison will mail a Notice of Hearing and Notice of Motion prepared by the Liaison and signed by the CAY to the property owner by certified mail noticing the owner of the date, time, place and the substance (collection action, foreclosure and/or money judgment and/or writ of attachment) of the motion;
iii. The Liaison will email/calendar a re-inspection request to the assigned Inspector to conduct inspection prior to the next available SM hearing;
iv. The Motion hearing is heard by SM on the specified date;
v. If SM finds foreclosure or money judgment is appropriate, the Liaison will notice the property owner of the SM's ruling and email/calendar a re-inspection request to the assigned Inspector to conduct an inspection within 30 days of the SM ruling;
vi. CAY will seek permission from the Board of County Commissioners to file for foreclosure or money judgment in court;
vii. The assigned Code Inspector will continue to monitor the property for compliance through re-inspections every 90 days and attempts to notify the owner by a quick email letter, telephone call or demand letter every 90 days to inform them that the property is not in compliance and fines are running. The assigned Code Inspector will provide written updates to the CAY every 90 days.

9. Subsequent to the SM's ruling on the Motion, the CAY will place an item on the Commission's agenda seeking the Board's direction and authorization on further enforcement and collection efforts. Potential options for litigation include seeking injunctive relief, a money judgment for the unpaid fines, foreclosure, or other relief. Potential non-litigation options include referral to another agency, allowing liens to accrue, or other relief.

10. If the recommended legal action is referral to another agency, release of lien, or allowing liens to accrue, CAY will send a written memo or email to the Director of Code Compliance outlining recommendation.

11. Once authority is granted by SM and/ or Board of County Commissioners, CC will order a title search on non-homesteaded properties, and the assigned Code Inspector will conduct a re-inspection after receipt of the title search. Litigation will commence after the title search is completed and a current re-inspection is completed. The assigned Code Inspector will continue to monitor the property for compliance through re-inspections every 90 days and attempts to contact the property owner by a quick email letter, telephone call or demand letter every 90 days that the property is not in compliance and fines are running. The assigned Inspector will provide written updates to the CAY every 90 days.

12. If the Board decides not to authorize injunction or enforcement litigation, a decision from the Board could include direction to:

    i. Allow lien to remain filed and accrue interest until sale or refinancing; or
    ii. Release the lien; or
    iii. Request CC staff to provide a progress report on compliance efforts annually at the March BOCC meeting.

Exception –If a violation poses a serious threat to the public health, safety & welfare then immediate permission to file an action for an inspection warrant, injunction and/or demolition may be sought with BOCC direction.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: R3
2023-1704

BULK ITEM: No **DEPARTMENT:** County Attorney

TIME APPROXIMATE: **STAFF CONTACT:** Kelly Dugan

AGENDA ITEM WORDING: Authorization to initiate litigation against MARGARITA ELIAS and her property, 35 Dolphin Road, Key Largo, Florida, to enforce the lien(s) arising from code compliance case number CE16060082.

ITEM BACKGROUND:

CE16060082: This property has been the subject of a code compliance case for vacation rental permit required (compliant). The fines total $30,034.00 as of October 4, 2023 and will not continue to accrue, as compliance has been achieved.

A hearing was scheduled for January 26, 2017 and the property owner was not present. The Special Magistrate found the property in violation and ordered a compliance date of February 16, 2017. A one-time fine in the amount of $6,034.00 was also imposed, payable within 30 days. The County's lien was recorded on March 1, 2017. Compliance was achieved May 24, 2017. A subsequent hearing was held on February 22, 2018 and the property owner was not present. The Special Magistrate found the lien remained unpaid and granted the County's motion to proceed with collections. The code case remains open for failure to pay outstanding fines and costs.

The Monroe County Property Appraiser lists the Just Market Value of the property as $337,078. The property is not homesteaded and there are no pending foreclosures actions at this time. There is a mortgage on the property in the amount of $116,000, which predates the County's lien.

Under the policy adopted in Resolution 057-2014 the available legal options in regard to the County's lien on this property are:

1. Initiate litigation against the property owner for injunction, foreclosure, money judgment and writ

of execution;
2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or
3. Reduce the amount of the fines.

County staff recommends initiating litigation (option 1) against the property owner for injunction, foreclosure, money judgment and writ of execution.

PREVIOUS RELEVANT BOCC ACTION:

Approval of Resolution No. 057-2014 on March 19, 2014 adopting "ATTACHMENT A" as Procedure to be used after a Final Order has been rendered by the Code Compliance Special Magistrate to initiate injunctive relief for non-compliant properties, foreclosure and/or money judgment actions for collection of unpaid fines and/or costs from a property owner.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

CE16060082 AIS Supporting docs Elias.pdf
Resolution 057-2014 LIEN PROCESS.pdf

FINANCIAL IMPACT:
148–50001 Growth Management Admin - $2,500.00

County of Monroe
The Florida Keys

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

MARGARITA ELIAS
35 DOLPHIN RD.
KEY LARGO, FL 33037

August 10, 2023

COPY

Subject: Code Case: CE16060082
Location: 35 Dolphin Rd., Key Largo, FL

Dear Property Owner,

As you know, Monroe County, Florida has imposed a lien against your property as a result of the above-referenced code compliance action. This lien is a lien on the property that was the subject of the code compliance action and upon any and all other real and/or personal property you own.

This case was deemed compliant and fines accrued as follows:

- **MCC Sec. 134-1.(k)(1)** was deemed compliant on May 24, 2017. Therefore, the daily fine of $250.00 per day accrued 96 days (February 17, 2017-May 24, 2017) for a fine total of $24,000.00.
- One time fine, imposed pursuant to Lien/Final Order issued on January 26, 2017, was $6,034.00.

Additionally, per F.S. §162.07(2), if the local governing body prevails in prosecuting a case before the enforcement board, it shall be entitled to recover all costs incurred in prosecuting the case before the board and such costs may be included in the lien authorized under F.S. §162.09(3). To date, these costs are $410.70 and costs will continue to accrue until the lien is satisfied and the case is closed.

Our records indicate that this lien remains unsatisfied. The current amount of the Monroe County lien is $30,444.70 ($30,034.00 fines and $410.70 costs). You can resolve this matter by remitting a check within thirty (30) days made payable to Monroe County Code Compliance to:

Monroe County Code Compliance Department
Attention: Nicole Petrick
2798 Overseas Highway, Suite 330
Marathon, Florida 33050

The County will record a full Satisfaction and Release of Lien once payment in full has been received.

Respectfully yours,

Monica Rodriguez
Code Compliance Research Analyst (305) 289-2586
rodriguez-monica@monroecounty-fl.gov

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor Heather Carruthers, Dist. 3
Mayor Pro Tem Michelle Coldiron, Dist.2
Craig Cates, Dist. 1
David Rice, Dist. 4
Sylvia Murphy, Dist. 5

MARGARITA ELIAS
35 DOLPHIN RD
KEY LARGO, FL 33037

Date: 05/07/2020

Subject: Code Case: **CE16060082**
Location: **35 DOLPHIN RD, KEY LARGO, FL**

Dear Property Owner,

Monroe County, Florida has imposed a lien against your property as a result of the above referenced code compliance action. This lien on the property resulted from the code compliance action and may be imposed upon all other real and/or personal property you own.

Additionally, our records indicate the one-time fine of $6034.00, plus costs, which will continue to accrue until the fines are paid and the case is closed. The total balance owed is currently $30,437.30.

Additionally pursuant to F.S. §162.07(2), since the County prevailed in prosecuting the case before the Special Magistrate for Code Compliance, the County is entitled to recover all costs incurred in prosecuting the case and those costs will be included in the lien as authorized under F. S.162.09(3). These costs will continue to accrue until the case is closed.

The Code Compliance department will continue to monitor this property. This will result in the County seeking litigation to foreclose the existing lien.

Respectfully yours,

Francie Boellard

Senior Vacation Rental Inspector
Monroe County Code Compliance
2798 Overseas Highway, Suite 330, Marathon, FL 33050
Office: 305-289-2589 Fax: 305-289-2858

Email: boellard-francie@monroecounty-fl.gov
Website: www.monroecounty-fl.gov

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, Petitioner, vs. **MARGARITA ELIAS,** Respondent(s).	)	Case No.: **CE16060082**

ORDER AUTHORIZING FORECLOSURE

A Final Order was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this 22nd day of February, 2018, at the Marathon Government Center, Marathon, Florida.

John G. ~~Van~~ Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative, n/a, on this 26TH day of February, 2018.

Nicole M. Petrick, Liaison

MONROE COUNTY CODE COMPLI[illegible]CE
MONROE COUNTY, FLORIDA

Subject: Code Compliance Case CE16060082
Property Location: 35 DOLPHIN ROAD , KEY LARGO, FL 33037
Parcel ID: 00512040000000

MARGARITA ELIAS
35 DOLPHIN RD
KEY LARGO, FL 33037-2949

BRIEF FOR CE17020071– MOTION FOR COLLECTIONS 2-22-2018

No one here

Kathleen Windsor
Monroe County Code Enforcement
Subject Property - 35 DOLPHIN RD , KEY LARGO
VR

Lien filed March 1, 2017 and remains unpaid.

- Property is in compliance.
- This Lien 30,411.48 as of February 20, 2018

NOTES:
NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING was mailed Cert Mail on January 10, 2018 to address on PRC, and Return receipt was returned to County signed January 18, 2018.

County is asking the Special Magistrate to authorize foreclosure and/or money judgment proceedings on the Order/Lien in this case.

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE16060082**
	)	
MARGARITA ELIAS,	)	
	)	
Respondent(s).	)	
	)	

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner Monroe County will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on 03/01/17, Book 2841, Page 1070 on the property that was the subject of the code compliance action described as: 35 DOLPHIN ROAD KEY LARGO, MONROE COUNTY, FLORIDA, RE# 00512040000000 , **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of Jan 08, 2018 is $30,372.72 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on February 22, 2018 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050.

Steven T. Williams
Assistant County Attorney
1111 12th Street Suite 408
Key West, Florida 33040
(305) 292-3470
Fla. Bar No.: 0740101

CERTIFICATE OF SERVICE

I hereby certify that on this 10TH day of January, 2018 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 7016 0910 0001 4842 2434 to **35 DOLPHIN RD KEY LARGO, FL 33037-2949.**

Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

County of Monroe
The Florida Keys

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor David Rice, District 4
Mayor Pro Tem Sylvia Murphy, District 5
Danny Kolhage, District 1
George Neugent, District 2
Heather Carruthers, District 3

MARGARITA ELIAS
35 DOLPHIN RD
KEY LARGO FL 33037-2949

Jan 08, 2018

Subject: Code Case: CE16060082
Location: 35 DOLPHIN ROAD KEY LARGO

Dear Property Owners,

This letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Our records indicate that the lien has not been paid. Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the lien is paid and the case is closed.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on February 22, 2018. The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Respectfully yours,

Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov

MONROE COUNTY FLORIDA
CODE COMPLIANCE DEPARTMENT

REGISTERED MAIL
RECEIPTS

Complaint Number:
CE 16060082

CERT #:
7016 0910 0001 4842 2434

GOOD SERVICE: 1/18/18
NO SERVICE: _____

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $ ____
- ☐ Return Receipt (electronic) $ ____
- ☐ Certified Mail Restricted Delivery $ ____
- ☐ Adult Signature Required $ ____
- ☐ Adult Signature Restricted Delivery $ ____

Postage

JAN 10 2018
Postmark Here
MARATHON FL

MARGARITA ELIAS
35 DOLPHIN RD
KEY LARGO FL 33037-2949
CE16060082

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 0910 0001 4842 2434

SENDER: COMPLETE THIS SECTION

- ■ Complete items 1, 2, and 3.
- ■ Print your name and address on the reverse so that we can return the card to you.
- ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MARGARITA ELIAS
35 DOLPHIN RD
KEY LARGO FL 33037-2949
CE16060082

9590 9402 3404 7227 0647 79

2. Article Number (Transfer from service label)
7016 0910 0001 4842 2434

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent
Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery 00)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor George Neugent, District 2
Mayor Pro Tem David Rice, District 4
Heather Carruthers, District 3
Danny L. Kolhage, District 1
Sylvia Murphy, Dist. 5

MARGARITA ELIAS
35 DOLPHIN RD
KEY LARGO FL 33037-2949

June 21, 2017

Subject: Code Case: CE16060082
Location: 35 DOLPHIN RD, KEY LARGO

Dear Property Owner,

The purpose of this letter is to inform you that a lien against your property was recorded in the Official Records of Monroe County on March 1, 2017 as a result of the above referenced code compliance action. This lien is a lien on the property that was the subject of the code compliance action and upon any **and** all other real and/or personal property you own.

A hearing was held on January 26, 2017, and the Special Magistrate imposed a one-time-fine in the amount of $6,034.00 payable in 30 days. Our records indicate that this fine has not been paid.

Additionally, the Special Magistrate imposed February 16, 2017 as a compliance date with a daily fine of $250.00 to accrue if compliance was not achieved by that date. This case was deemed compliant on May 24, 2017. Therefore, the daily fine of $250.00 accrued for 96 days (February 17, 2017 – May 24, 2017) for a fine total of $24,000.00.

Per F.S. §162.07(2), if the local governing body prevails in prosecuting a case before the enforcement board, it shall be entitled to recover all costs incurred in prosecuting the case before the board and such costs may be included in the lien authorized under s. 162.09(3). To date, these costs are $318.02 and costs will continue to accrue until the lien is satisfied and the case is closed.

Therefore, the current amount of the Monroe County lien is $30,352.02 ($30,034.00 fines and $318.02 costs).

You can resolve this matter by remitting a check within thirty (30) days made payable to Monroe County Code Compliance to: Monroe County Code Compliance Department; Attention: Nicole Petrick; 2798 Overseas Highway, Suite 330; Marathon, Florida 33050.

Please note the case number on the check and indicate to whom we should mail the original release. It shall be the recipient's responsibility to record the release in the Official Records at the Clerk of Courts.

Respectfully yours,

Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

Doc# 2112339 03/01/2017 4:20PM
Filed & Recorded in Official Records of
MONROE COUNTY KEVIN MADOK

MONROE COUNTY FLORIDA,
Petitioner,

vs.

MARGARITA ELIAS
Respondent(s).

Doc# 2112339
Bk# 2841 Pg# 1070

Case No.: CE16060082
Subject Property Real Estate Number: 00512040-000000

FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative _____ **were / were not** present and **did / did not** contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth.

(✓) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing.
(✓) The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing served upon the Respondent(s).
(✓) ONE-TIME FINE - The violation(s) is found to be irreparable or irreversible and a one-time fine of $ 6034.00 is ORDERED, payable within 30 days of this Order.
(✓) COSTS - Pursuant to Section 162.07(2) of Florida Statutes all costs incurred by the County in prosecuting the case is ordered to be paid within thirty (30) days of compliance. Costs will continue to accrue until compliance is achieved and the case is closed.
(✓) The Respondent(s) shall comply with the Code(s) referred to in the Notice of Violation/Notice of Hearing on or before 2/16/17 ("**THE COMPLIANCE DATE**").
(✓) In the event the violation(s) were or are not corrected on the compliance date previously ordered or on the compliance date set forth herein, fine(s) in the dollar amount:

134-1.(k)(1) $ 250.00

for each day BEGINNING ON THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

(✓) It is further ordered, that the County is hereby authorized to make all reasonable repairs including demolition which are required to bring the property into compliance and charge the Respondent(s) with the cost of repairs incurred by the County, the costs of prosecution incurred by the County and any fines Ordered in this matter.

( ) The Respondent(s) **were** in violation of the MONROE COUNTY CODE(S) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before **THE COMPLIANCE DATE** but are now in compliance. The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Compliance within thirty (30) days of this Order.

(✓) Other: **Immediate Cease and Desist the rental of the subject property for less than 28 days.**

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 292-4495 FOR THE LOWER KEYS.

DATED this 26TH day of January, 2017.

Doc# 2112339
Bk# 2841 Pg# 1071

John G. Van Laningham, Special Magistrate

APPEAL PROCEDURES

Respondent(s) shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole Petrick

Nicole M. Petrick, Liaison

CASE NUMBER: CE16060082

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

MARGARITA ELIAS
35 DOLPHIN RD
KEY LARGO, FL 33037-2949

Location of subject property:
35 DOLPHIN ROAD
KEY LARGO, FL 33037

Real Estate Number: 00512040-000000

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative N/a on this 31ST day of Jan, 2017.

Nicole Petrick

Nicole M. Petrick, Liaison

MONROE COUNTY
OFFICIAL RECORDS

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: ELIAS MARGARITA
35 DOLPHIN RD
KEY LARGO, FL 33037-2949

Case Number: CE16060082

Location: 35 DOLPHIN ROAD , KEY LARGO, FL 33037
Re Number: 00512040000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 07/29/2016 and subsequently found the following violation(s) of the Monroe County Code:

134-1.(k)(1) - VACATION RENTAL & ADVERTISING

It shall be unlawful for any landlord, tenant, agent or other representative of a landowner to rent lease, or advertise or hold out for rent any dwelling unit for vacation rental use in any district where a vacation rental use (less than 28 days) is prohibited.

(Count 1) - VRBO.com - VACATION RENTAL & ADVERTISING

Per Monroe County Code Sec. 134-1.(k)(1), advertisements for the short term rental use (less than 28 days) of this property is prohibited.

Corrective Action Required:
CEASE AND DESIST SHORT TERM RENTAL ACTIVITIES. REMOVE ALL ADVERTISING AND RENTAL RATES FOR LESS THAN 28 DAYS, AND CANCEL ALL CONTRACTS FOR LESS THAN 28 DAYS, AND PROVIDE PROOF OF CORRECTIONS/CANCELLATIONS. NO EXTRA TIME TO COMPLY WILL BE GIVEN AS THIS VIOLATION IS CONSIDERED TO BE IRREPARABLE/IRREVERSIBLE IN NATURE.

(Count 2) - HOMEAWAY.com - VACATION RENTAL & ADVERTISING

Per Monroe County Code Sec. 134-1.(k)(1), advertisements for the short term rental use (less than 28 days) of this property is prohibited.

Corrective Action Required:
CEASE AND DESIST SHORT TERM RENTAL ACTIVITIES. REMOVE ALL ADVERTISING AND RENTAL RATES FOR LESS THAN 28 DAYS, AND CANCEL ALL CONTRACTS FOR LESS THAN 28 DAYS, AND PROVIDE PROOF OF CORRECTIONS/CANCELLATIONS. NO EXTRA TIME TO COMPLY WILL BE GIVEN

PETITIONER'S EXHIBIT #1 1 of 5
tabbies
2078

AS THIS VIOLATION IS CONSIDERED TO BE IRREPARABLE/IRREVERSIBLE IN NATURE.

(Count 3) - AIRBNB.com - VACATION RENTAL & ADVERTISING
Per Monroe County Code Sec. 134-1.(k)(1), advertisements for the short term rental use (less than 28 days) of this property is prohibited.

Corrective Action Required:
CEASE AND DESIST SHORT TERM RENTAL ACTIVITIES. REMOVE ALL ADVERTISING AND RENTAL RATES FOR LESS THAN 28 DAYS, AND CANCEL ALL CONTRACTS FOR LESS THAN 28 DAYS, AND PROVIDE PROOF OF CORRECTIONS/CANCELLATIONS. NO EXTRA TIME TO COMPLY WILL BE GIVEN AS THIS VIOLATION IS CONSIDERED TO BE IRREPARABLE/IRREVERSIBLE IN NATURE.

(Count 4) – TRIPADVISOR.com - VACATION RENTAL & ADVERTISING
Per Monroe County Code Sec. 134-1.(k)(1), advertisements for the short term rental use (less than 28 days) of this property is prohibited.

Corrective Action Required:
CEASE AND DESIST SHORT TERM RENTAL ACTIVITIES. REMOVE ALL ADVERTISING AND RENTAL RATES FOR LESS THAN 28 DAYS, AND CANCEL ALL CONTRACTS FOR LESS THAN 28 DAYS, AND PROVIDE PROOF OF CORRECTIONS/CANCELLATIONS. NO EXTRA TIME TO COMPLY WILL BE GIVEN AS THIS VIOLATION IS CONSIDERED TO BE IRREPARABLE/IRREVERSIBLE IN NATURE.

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 01/26/2017 at 9:00 AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida**.

( ) You can avoid attending the hearing if all violation(s) noted above are corrected by and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

(✓) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.



If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear in person and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, prior to the date of the hearing:

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

Francie Boellard

BOELLARD, FRANCIE
Code Inspector **305-289-2589**

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806



CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7015 1520 0003 0398 2512 on 12/28/16 .

Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

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



MONROE COUNTY FLORIDA
CODE COMPLIANCE DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number:
CE 16060082

CERT #:
7015 1520 0003 0398 2512

GOOD SERVICE: YES - 1/3/17
NO SERVICE: _____

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total
$

Sent To
ELIAS MARGARITA
35 DOLPHIN RD
KEY LARGO, FL 33037-2949
CE16060082/NOV/FOB

Street and Apt. No.

City, State, ZIP+4

PS Form 3800, April 2015 PSN 7530-02-000-9047 Instructions

MARATHON, FL DEC 28 2016 33050-USPS Postmark Here

7015 1520 0003 0398 2512

SENDER: COMPLETE THIS SECTION

- ■ Complete items 1, 2, and 3.
- ■ Print your name and address on the reverse so that we can return the card to you.
- ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ELIAS MARGARITA
35 DOLPHIN RD
KEY LARGO, FL 33037-2949
CE16060082/NOV/FOB

2. Article Number (Transfer from service label)
7015 1520 0003 0398 2512

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☐ Agent
☐ Addressee

B. Received by (Printed Name) Margarita Elias C. Date of Delivery 1/3/17

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PETITIONER'S EXHIBIT
#6
505

2082

CE16060082 – MARGARITA ELIAS
35 DOLPHIN ROAD – KEY LARGO
INSPECTOR – BOELLARD – 07-29-2016



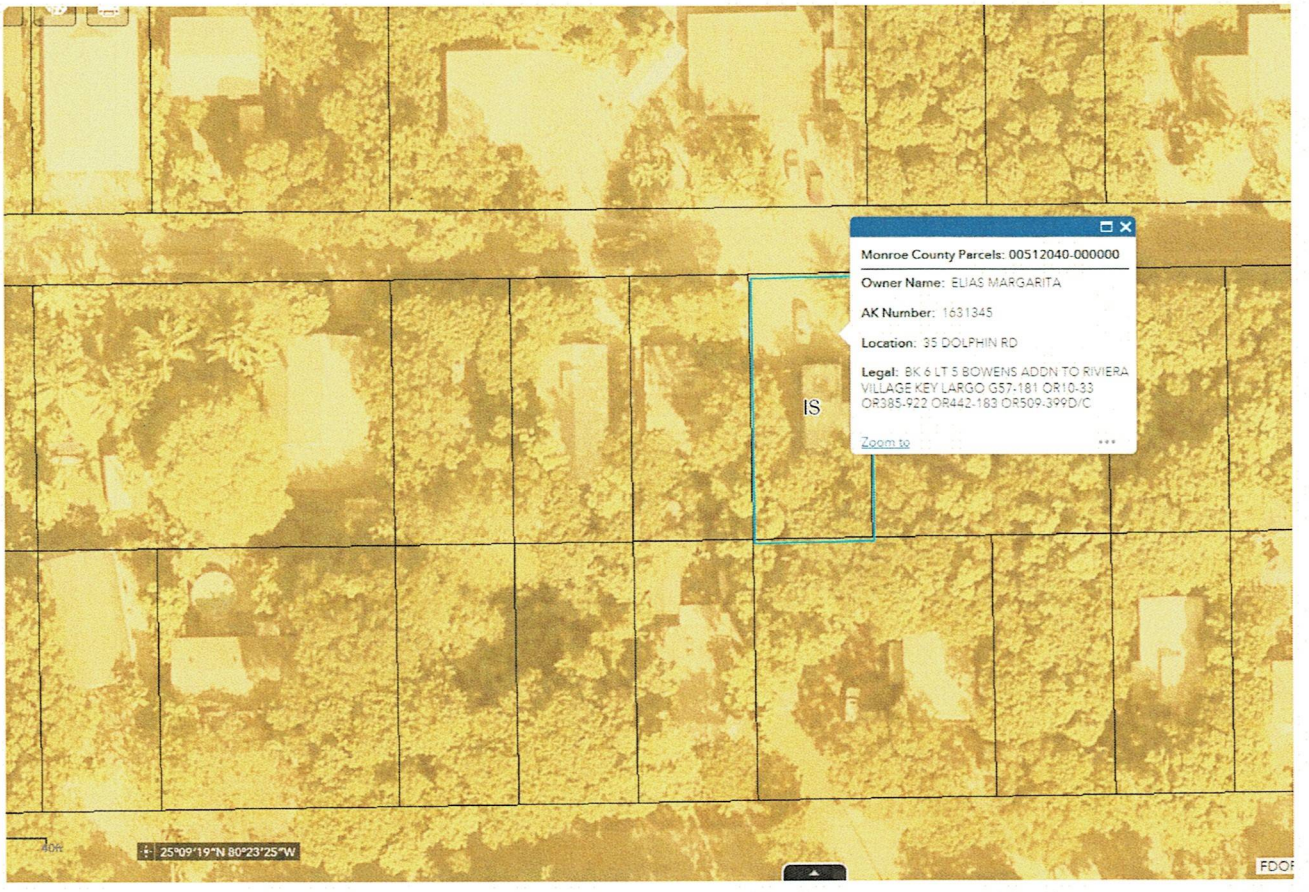
PETITIONER'S EXHIBIT
tabbies
#2
10 of 3
2083

CE16060082 – MARGARITA ELIAS
35 DOLPHIN ROAD – KEY LARGO
INSPECTOR – BOELLARD – 07-29-2016



PETITIONER'S EXHIBIT
#2
2 OF 3

CE16060082 – MARGARITA ELIAS
35 DOLPHIN ROAD – KEY LARGO
ZONING MAP
INSPECTOR BOELLARD



REFERENCE

Sec.130-83. (b) Land Use Districts

Vacation rental use is prohibited in all Improved Subdivision (IS) and subdivision districts

PETITIONER'S EXHIBIT
#3
3 OF 3

Riviera Village, Key Largo, Florida, United States of America

03/31/2017 04/14/2017 I don't have dates yet 8 Guests Search

Unique Houseboat on Dry Lot Perfect Romantic Getaway or Family Friendly

★★★★½ (18 Reviews)





Minimum stay:	3 nights
Sleeps:	6
Bedrooms:	2
Bathrooms:	1
Property type:	House Boat
Internet:	Yes
Pets considered:	No
Wheel chair accessible:	No

About the Property

This 2/1 accommodates 6 people and has room in front to park your boat (extra $)

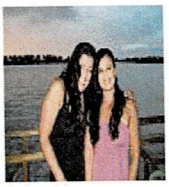
Maggie's houseboat features 1 bedroom, a converted loft upstairs and 1 bath. The master bedroom is downstairs along with a single bathroom. Upstairs you will find a relaxing loft (no door). This open space features a comfortable daybed that sleeps 2 when opened. You will find plenty of books to read, VHS and DVD to watch on a 40" flat panel TV, and a wide

PETITIONER'S EXHIBIT #4 1 of 3 tabbies

selection of CD to listen to if all you want to is relax. And for some further relaxation, enjoy your own nook. You can also take a nap outside in the sundeck, since we have beautiful weather all year round.

Back downstairs, enjoy watching a 40" flat panel TV on a comfortable sofa, which opens up to a queen size bed. For your enjoyment, you have the option of watching cable, VHS, DVDs or playing games on our Wii console. For those of you who enjoy cooking, you have a full equipped kitchen or simply use the outside BBQ grill. You can either eat outside in your private gazebo or stay inside and enjoy our dining area. You will find that our houseboat has everything you could possibly need inside and outside the house. All you need to do is bring your toothbrush and your clothes. We will handle the rest.

More details



Owner
Member since: 2015

Send email

Speaks: **English, Spanish**
Response time: **Within an hour**
Response Rate: **100%**
Calendar last updated: **12/21/2016**

Property Type
House Boat

789 sq. ft.

Accommodation Type
Vacation Rental

Meals
Guests Provide Their Own Meals

Suitability

Long-Term Renters Welcome

Minimum Age Limit For Renters:
When renting alone, the minimum age of renters is 25.

Children Welcome

Non Smoking Only:
Smoking is allowed outside of property.

Pets Not Allowed:
Animals not allowed. Owner is allergic to dander.

Wheelchair Inaccessible:
Due to the stairs leading up to the house, a wheelchair ...more

Bedrooms: 2 Bedrooms, Sleeps 6, Beds for 2-6

Bedroom 2: 1 king
Daybed opens to a King Size Bed.

Bedroom 1: 1 queen

Master bedroom has a Queen size bed fitting 2 people. Bedroom 2 upstairs is an open small loft (no door) and has a daybed that opens up to a King size bed. Can actually sleep 3. Sofabed in living is a queen size with a 3" topper and can sleep 2.

Bathrooms: 1 Bathroom

Bathroom 1: toilet, shower

Bathroom has a shower not a tub. We provide hair dryer, curlers, bath towels, soap, shampoo and conditioner.

Other Amenities
This houseboat has a little bit of everything for everyone...

Entertainment

Books:
A selection of different types of books.

Music Library:
A library of variety of CDs.

Television:
2 - 40" Flat Panel TVs



List Price
3958 Sw
Miami FL
(4.0 bd/ 3



List Price
1855 W
Hialeah
(2.0 bd/ 2

PETITIONER'S EXHIBIT
tabbies
#4
2087

A guest from

cute and private. Loved la[illegible] out on upper deck. Everything u need is there. Location is great, even the little neighborhood beach is a great spot for sunsets or lying in sun! The owners are awesome and answered "all my texts" with questions immediately! I hope to get back there next year...thanks, ladies, for a great place to stay. Wished we could have stayed longer...

Stayed: March 2016 **Submitted:** March 11, 2016 **Source:** VRBO

Was this review helpful? 0 Yes 0 No

Show More Reviews

Rates

Currency Conversion

Rental rates quoted in: USD

Dates	Nightly	Weekend Night	Weekly	Monthly *	Event
Christmas Holiday Dec 23 - Jan 3, 2017 3 night min stay	$250		$1,500	$4,200	
Memorial Weekend May 25 - May 30, 2017 3 night min stay	$200		$1,200	$3,800	
Fourth of July Weekend Jun 29 - Jul 5, 2017 3 night min stay	$200		$1,200	$3,800	
Labor Day Weekend Aug 31 - Sep 5, 2017 3 night min stay	$200		$1,200	$3,800	
Thanksgiving Weekend Nov 22 - Nov 27, 2017 3 night min stay	$250		$1,300	$3,900	
Christmas Weekend Dec 21 - Dec 26, 2017 3 night min stay	$250		$1,300	$3,900	
New Year's Weekend Dec 28 - Jan 2, 2018 3 night min stay	$250		$1,300	$3,900	
My Standard Rate 3 night min stay	$100		$1,100	$3,500	

Feedback

* Approximate Monthly rates, actual rate will depend on the days of the month you stay

Avg. Nightly **$157**

03/31/2017

04/14/2017

6 adults, 2 children

Minimum stay 3 nights

Please select an available check-in date

Request to Book

Send email

Booking confirmation within 24 hours

Get an Instant Quote

Pay with confidence

When you book through the VRBO website, your booking is backed by our Book with Confidence Guarantee
Learn more

Save to my favorites

Report this listing

Additional information about rental rates

Fees and Rental Conditions:

Housekeeping Fee	$150
Property Damage Protection	$59
Refundable Damage Deposit	$500

PETITIONER'S EXHIBIT #4 3 of 3 tabbies

Hello there!
Login

- Traveller Login
- Owner Login

Scratchpad
Traveller Login
Owner Login
Help

- Back
- Visit Help Centre

Holidaymakers

- How it works
- Travel guides
- Special offers

Homeowners

- Advertise with us
- Getting started
- Tips & Tools

Property Managers

- Advertise with us

List your property
List your property

Riviera Village, Key Largo, Florida, United States of America

Excellent! 4.7/5 -
(18 traveller reviews)

Unique Houseboat On Dry Lot Perfect Romantic Getaway Or Family Friendly

- Overview
- Reviews
- Location
- Photos
- Prices
- Availability
- Facilities

- Email
- Favourite



£145
avg/night
Enter dates for accurate pricing
View details

- Enquire Now Request to Book Request to Book

Your booking will be backed by our Book with Confidence Guarantee when you complete your reservation online and finalise payment on HomeAway.

Learn more

Report this listing

Unique Houseboat On Dry Lot Perfect Romantic Getaway Or Family Friendly



Front of House 2 of 24

Excellent! 4.7/5 -
(18 traveller reviews)

- Enquire Now Request to Book Request to

PETITIONER'S EXHIBIT #5 2 of 7

Your booking will be backed by our Book with Confidence Guarantee when you complete your reservation online and finalise payment on HomeAway.

Learn more

People	**6**
Bedrooms	**2**
Bathrooms	**1**
Property type	**house boat**
Minimum Stay	**3 nights**

Your booking will be backed by our B[illegible] FEEDBACK FORM Guarantee when you complete your reservation online and finalise [illegible]on HomeAway.

Learn more

Report this listing

Overview

Peace of mind when you complete your reservation online and finalise payment on HomeAway

- We'll back you with our Book with Confidence Guarantee
- You'll get comprehensive payment protection when you book and finalise payment on our website
- We're always here for you with customer service available 24/7

Read more about our Book with Confidence Guarantee

Report this listing

Reviews



Prices & Availability

View all prices

Prices for this holiday house boat in Riviera Village, Upper Florida Keys

Rental Basis:

per property

Owner accepts payment in:

USD

Show estimated rate in:

US Dollar

Rental Period	Minimum Price	Additional Nights	Weekend Night	Weekly	Monthly *	Event Price
Thanksgiving Holiday 23 Nov 2016 - 22 Dec 2016 3 night minimum stay	US$509 for 3 nights	From US$100		US$1,809	US$5,009	
Christmas	US$959	From		US$1,709	US$4,409	



Rental Period	Minimum Price	Additional Nights	Weekend Night	Weekly	Monthly *	Event Price
Holiday 23 Dec 2016 - 3 Jan 2017 3 night minimum stay	for 3 nights	US$250				
Memorial Weekend 25 May 2017 - 30 May 2017 3 night minimum stay	US$809 for 3 nights	From US$200		US$1,409	US$4,009	
Fourth of July Weekend 29 Jun 2017 - 5 Jul 2017 3 night minimum stay	US$809 for 3 nights	From US$200		US$1,409	US$4,009	
Labor Day Weekend 31 Aug 2017 - 5	US$809 for 3 nights	From US$200		US$1,409	US$4,009	



Rental Period	Minimum Price	Additional Nights	Weekend Night	Weekly	Monthly *	Event Price
Sep 2017 3 night minimum stay						
Thanksgiving Weekend 22 Nov 2017 - 27 Nov 2017 3 night minimum stay	US$959 for 3 nights	From US$250		US$1,509	US$4,109	
Christmas Weekend 21 Dec 2017 - 26 Dec 2017 3 night minimum stay	US$959 for 3 nights	From US$250		US$1,509	US$4,109	
New Year's Weekend 28 Dec 2017 - 2 Jan 2018 3 night minimum	US$959 for 3 nights	From US$250		US$1,509	US$4,109	

PETITIONER'S EXHIBIT
tabbies
#5
6 of 7
2094

Rental Period	Minimum Price	Additional Nights	Weekend Night	Weekly	Monthly *	Event Price
stay						
My Standard Rate	US$509	From		US$1,309	US$3,709	
3 night minimum stay	for 3 nights	US$100				

Additional pricing information

Housekeeping Fee	US$150
Property Damage Protection	US$59
Refundable Damage Deposit	US$500

Housekeeping Fees vary. Upto 3 Nights $110.00, upto 6 Nights $150.00, Upto 15 nights $175.00, 30 Nights or more $200.00.

* Approximate monthly price. Actual pricing will depend on the days of the month you stay.

Owner's Cancellation Policy

- 50% refund for cancellations more than *30* days before check-in date.
- 100% refund for cancellations more than *60* days before check-in date.



Unique Houseboat on Dry Lot

Key Largo, FL, United States ★★★★★ 25 reviews



Vivian & Maggie

Entire home/apt

6 Guests

2 Bedrooms

3 Beds

$166 Per Night

Check In 04/22/2017

Check Out 04/29/2017

Guests 3 guests

$175 x 7 nights	$1225
5% weekly price discount	-$61
Cleaning fee	$150
Service fee	$138
Occupancy Taxes	$98
Total	$1550

Request to Book

You won't be charged yet

This home is on people's minds.

It's been viewed 96 times in the past week.

♡ Save to Wish List

451 travelers saved this place

Report this listing

About this listing



$166 Per Night

If it is found that feminine products have been flushed and/or sand or food drained through the water system, you could be charged damages of up to the full amount of the repair.

Request to Book

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

+ More

Safety features	First aid kit	Fire extinguisher
Availability	**3 nights** minimum stay	View calendar

25 Reviews ★★★★★

Search reviews

Accuracy	★★★★★	Location	★★★★★
Communication	★★★★★	Check In	★★★★★
Cleanliness	★★★★★	Value	★★★★★



(/users/show/1356591)

Sue
(/users/show/1356591)
December 2016

People come to Key Largo for the water sports. We came to chill out and get out from under our work and electronics. The boathouse was the perfect place to do that. We loved being able to eat out at nearby restaurants or walk to the grocery store to pick up fresh food to cook. The kitchen was very well equipped and clean, something you don't always find when you are away from home. The days felt long and lazy but when we felt we had been sitting on the screened porch for too long, we could go to the nearby gym for a workout or head to a park for a walk under the cool and unique hammock. After that we could feel more righteous as we settled back in for a video binge, more reading or conversation. Maggie was a great host, quickly responsive to questions and so very friendly. We highly recommend her place to anyone looking something a little different and fun.

+ More

Report Helpful



(/users/show/6462365)

Aloa
(/users/show/6462365)
November 2016

The house is awesome, it's like being in a boat! The communication was really easy all the time and Vivian & Maggie where very easy reaching and very helpful. Definitely a place to stay if you plan to go to the keys!

+ More

Report Helpful

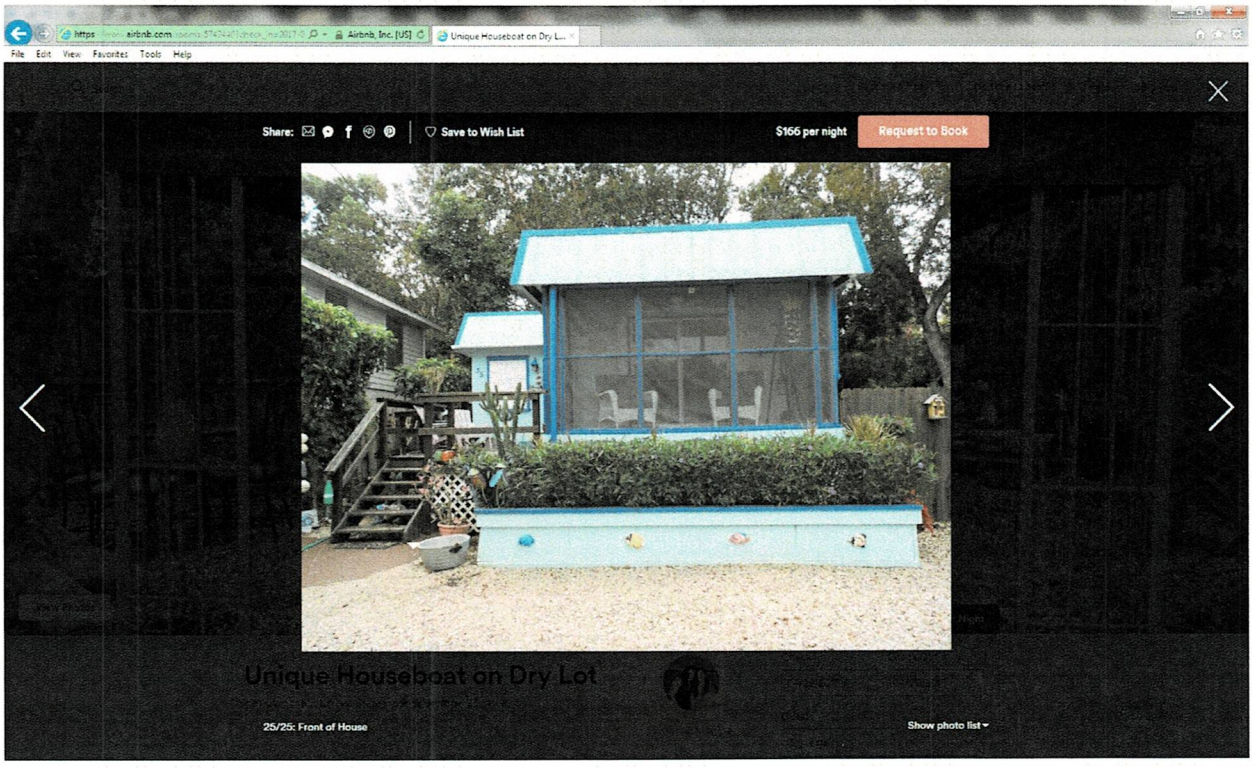


(/users/show/9061171)

Brittany
(/users/show/9061171)
November 2016

This was a nice place to stay with wonderful surroundings and neighbors. The house was full with supplies needed for every day living . I was able to get in contact with the host at any hour . Look forward to booking Again





PETITIONER'S EXHIBIT
#6
tabbies
2098

tripadvisor Has Patio and DVD Player - Rental in Key Largo, FL

Review JOIN LOG IN $

Key Largo Hotels Flights Vacation Rentals Restaurants Things to Do Forum Best of 2016 More

Find: Vacation Rentals Near: Key Largo, Florida Search

USA › Florida (FL) › Florida Keys › Key Largo › Search Results

Unique Houseboat on Dry Lot

8 other travelers have booked this property

Never pay for your vacation rental by wire transfer.
Learn more about paying safely.

Overview Reviews Amenities Availability Map



Check in Check out 2 guests

from
$100 / Night

Additional fees may be applied by owner

Book Now

100 travelers
viewed this property in the past week

Send Message

This Property Has
Payment Protection

Never pay for your vacation rental by wire transfer.
Learn more about paying safely.

Overview

Houseboat - 2 Bedrooms, 1 Bathroom, Sleeps 6

Key Largo, Florida Keys, Florida

Send to a friend

Maggie's houseboat features 1 bedroom, a converted loft upstairs and 1 bath. The master bedroom is downstairs along with a single bathroom. Upstairs you will find a relaxing loft (no door). This open space features a comfortable daybed that sleeps 2 when opened. You will find plenty of books to read, VHS and DVD to watch on a 40" flat panel TV, and a wide selection of CD to listen to if all you want to do is relax. And for some further relaxation, enjoy your own nook. You can also take a nap outside in the sundeck, since we have beautiful weather all year round.

Back downstairs, enjoy watching a 40" flat panel TV on a comfortable sofa, which opens up to a queen size bed. For your enjoyment, you have the option of watching cable, VHS, DVDs or playing games on our Wii console. For those of you who enjoy cooking, you have a full eq...

Read more



About the Owner, Margarita E



Languages spoken: English
Response Rate: 100 %
Response Time: Within a few hours

Contact Owner See more properties

Listing #FKN6929104

Reviews from our community

Excellent - based on 2 reviews

Write a Review

Start your review of Unique Houseboat on Dry Lot

Click to rate

pierce319
- TripAdvisor member since 2015
- From Orange Park, Florida

Peace and Quiet Seeker Beach Goer Family Vacationer



pierce319
Orange Park, Florida
1 review

"Great Honeymoon"

Reviewed October 26, 2016 for a stay in October 2016

Had a wonderful honeymoon. The place was excellent, location was perfect! The houseboat was very unique, added a special touch to our getaway. Can't wait to return for future vacations.

More Problem with this review? Message Full profile

"Very comfortable, location and setting was great!"

Reviewed August 14, 2016 for a stay in August 2016

A FlipKey verified reviewer
Winter Springs, Florida

We really enjoyed the decor and amenities. It was areal cozy setting and really quiet neighborhood. Great location with water access.

More Problem with this review?

Amenities

Ceiling Fans	Linens Provided	Stove
Dining Seats (4)	Living Room Seats (5)	Suitable For Children Under 5
Dryer	Microwave	Towels Provided
DVD Player	Patio	TV
Grill	Queen Beds:(1)	Washer
Iron	Sofa Beds:(1)	
King Beds:(1)	Stereo System	

Suitability



Pets Allowed: No
Smoking Allowed: No

Kid Friendly: Yes

Availability

December 2016

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	~~28~~	~~29~~	~~30~~	~~31~~

January 2017

S	M	T	W	T	F	S
~~1~~	~~2~~	~~3~~	4	5	6	7
8	9	10	11	12	~~13~~	~~14~~
~~15~~	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2017

S	M	T	W	T	F	S
			~~1~~	~~2~~	~~3~~	4
~~5~~	~~6~~	~~7~~	~~8~~	~~9~~	~~10~~	~~11~~
~~12~~	~~13~~	~~14~~	~~15~~	~~16~~	~~17~~	~~18~~
~~19~~	~~20~~	~~21~~	~~22~~	~~23~~	~~24~~	~~25~~
~~26~~	~~27~~	~~28~~				

March 2017

S	M	T	W	T	F	S
			~~1~~	~~2~~	~~3~~	4
~~5~~	~~6~~	~~7~~	~~8~~	~~9~~	~~10~~	~~11~~
~~12~~	~~13~~	~~14~~	~~15~~	~~16~~	~~17~~	~~18~~
~~19~~	~~20~~	~~21~~	~~22~~	~~23~~	~~24~~	~~25~~
~~26~~	~~27~~	~~28~~	~~29~~	~~30~~	~~31~~	

April 2017

S	M	T	W	T	F	S
						1
~~2~~	~~3~~	4	~~5~~	~~6~~	~~7~~	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2017

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

View all months

Rates

Rates are calculated based on the latest information provided. Please contact the manager/owner to confirm actual rates for your requested dates.

Dates	Min stay	Per night	Per week	Per month
Default	3 nights	$100	$600	$3,500
Dec 30, 2016 - Jan 3, 2017 New Year's Holiday	3 nights	$250	$1,500	$4,000
May 26, 2017 - May 30, 2017 Memorial Weekend	3 nights	$200	$1,200	$3,800
Jun 30, 2017 - Jul 5, 2017 Fourth of July Weekend	3 nights	$200	$1,200	$3,800

View all periods

Fees

- Cleaning fee: $150 / stay - Fee

Hide Rates

Map





Monroe County, FL

Disclaimer

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

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

Summary

Parcel ID	00512040-000000
Account#	1631345
Property ID	1631345
Millage Group	500K
Location Address	35 DOLPHIN Rd, KEY LARGO
Legal Description	BK 6 LT 5 BOWENS ADDN TO RIVIERA VILLAGE KEY LARGO PB2-107 G57-181 OR10-33 OR385-922 OR442-183 OR509-399D/C OR546-1006D/C OR712-266 OR923-1225/E OR1525-1226 OR2449-1765/71WILL OR2449-1772/73ORD OR2449-1763R/S OR2571-2355 (Note: Not to be used on legal documents.)
Neighborhood	1857
Property Class	SINGLE FAMILY RESID (0100)
Subdivision	BOWENS ADD RIVIERA VILLAGE
Sec/Twp/Rng	12/61/39
Affordable Housing	No



Owner

ELIAS MARGARITA
35 Dolphin Rd
Key Largo FL 33037

Valuation

	2023 Preliminary Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+ Market Improvement Value	$102,724	$104,329	$86,017	$86,017
+ Market Misc Value	$3,354	$3,457	$3,560	$3,662
+ Market Land Value	$231,000	$231,000	$118,250	$123,750
= Just Market Value	**$337,078**	**$338,786**	**$207,827**	**$213,429**
= Total Assessed Value	**$251,471**	**$228,610**	**$207,827**	**$213,429**
- School Exempt Value	$0	$0	$0	$0
= School Taxable Value	**$337,078**	**$338,786**	**$207,827**	**$213,429**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$231,000	$104,329	$3,457	$338,786	$228,610	$0	$338,786	$0
2021	$118,250	$86,017	$3,560	$207,827	$207,827	$0	$207,827	$0
2020	$123,750	$86,017	$3,662	$213,429	$213,429	$0	$213,429	$0
2019	$122,375	$87,382	$3,765	$213,522	$213,522	$0	$213,522	$0
2018	$103,125	$87,382	$3,869	$194,376	$194,376	$0	$194,376	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY (010D)	5,500.00	Square Foot	50	110

Buildings

Building ID	28828
Style	2 STORY ON GRADE
Building Type	S.F.R. - R1 / R1
Building Name	
Gross Sq Ft	1271
Finished Sq Ft	759
Stories	2 Floor
Condition	AVERAGE
Perimeter	166
Functional Obs	0
Economic Obs	0
Depreciation %	36
Interior Walls	MASONRY/MIN
Exterior Walls	WD FRAME
Year Built	1980
EffectiveYearBuilt	1990
Foundation	CONC PILINGS
Roof Type	FLAT OR SHED
Roof Coverage	MIN/PAINT CONC
Flooring Type	SFT/HD WD
Heating Type	FCD/AIR DUCTED with 0% NONE
Bedrooms	2
Full Bathrooms	1
Half Bathrooms	0
Grade	450
Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	759	759	0
OUF	OP PRCH FIN UL	248	0	0
PTO	PATIO	166	0	0
SPF	SC PRCH FIN LL	98	0	0
TOTAL		**1,271**	**759**	**0**

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CONC PATIO	2000	2004	5 x 6	1	30 SF	2
FENCES	2000	2004	6 x 130	1	780 SF	2
UTILITY BLDG	2000	2004	8 x 10	1	80 SF	1
FENCES	2010	2011	6 x 24	1	144 SF	2
CH LINK FENCE	2010	2011	5 x 120	1	600 SF	1
FENCES	2011	2012	6 x 18	1	108 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
4/25/2012	$145,000	Warranty Deed		2571	2355	02 - Qualified	Improved		
1/13/2010	$145,000	Warranty Deed		2449	1763	01 - Qualified	Improved		
6/1/1998	$78,000	Warranty Deed		1525	1226	Q - Qualified	Improved		

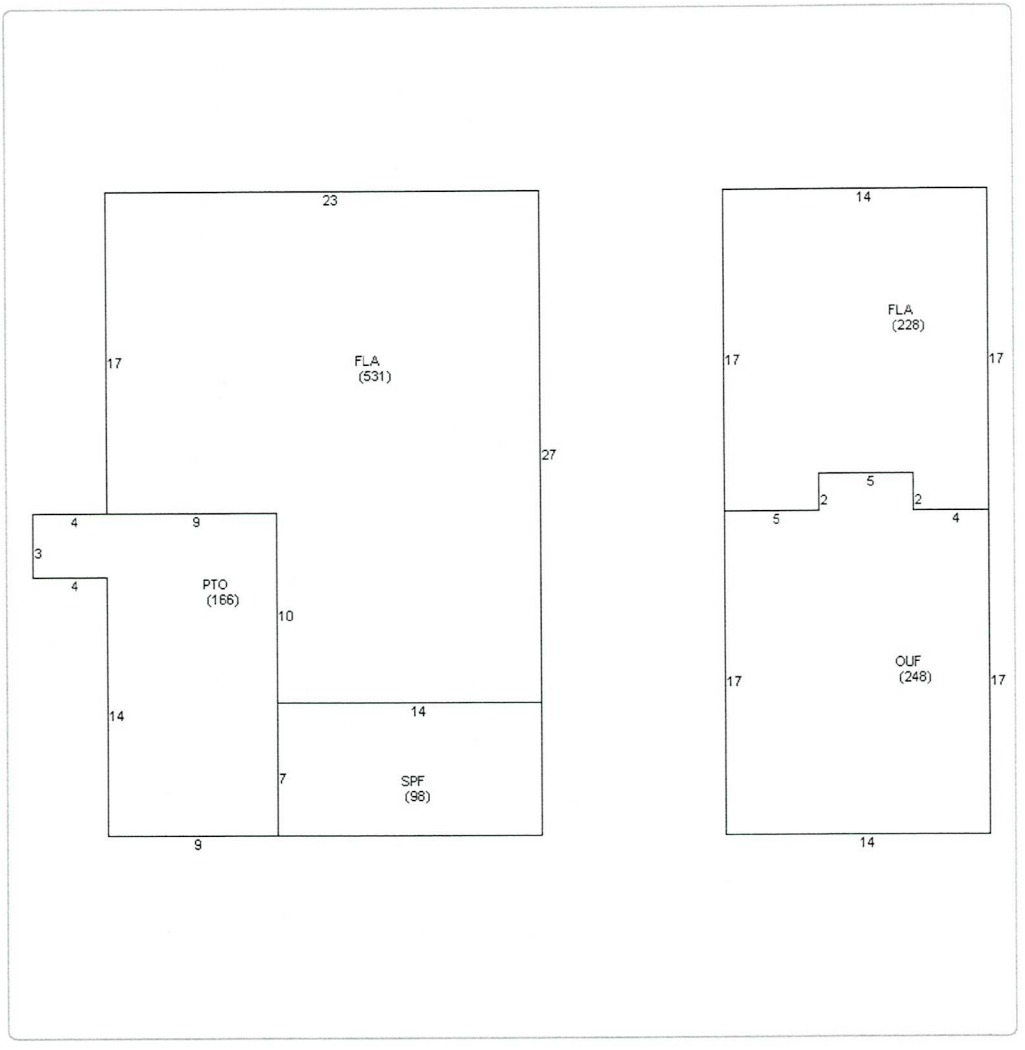
Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
11300541	2/4/2011	6/22/2011	$1		CHAINLINK FENCE AND WOOD FENCE

View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)



Photos





Map



TRIM Notice

2023 TRIM Notice (PDF)

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

| User Privacy Policy | GDPR Privacy Notice

Last Data Upload: 10/5/2023, 4:01:02 AM

Contact Us

Developed by Schneider GEOSPATIAL

SAM C. STEELE, C.F.C.
MONROE COUNTY TAX COLLECTOR

2023 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY ID #	ESCROW CD	MILLAGE CODE	ACCOUNT #
1631345	CL-0041417	500K	1631345

ELIAS MARGARITA
35 Dolphin Rd
Key Largo, FL 33037-2949

00512040000000126139
35 DOLPHIN Rd

BK 6 LT 5 BOWENS ADDN TO RIVIERA VILLAGE KEY LARGO PB2-107 G57-181 OR10-33 OR385-922 OR442-183 OR509-3

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
SCHOOL STATE LAW	305-293-1400	1.0980	337,078	0	337,078	370.11
SCHOOL LOCAL BOARD	305-293-1400	1.7980	337,078	0	337,078	606.07
GENERAL FUND	305-292-4473	0.8923	251,471	0	251,471	224.39
F&F LAW ENFORCE JAIL	305-292-7017	1.7880	251,471	0	251,471	449.63
HEALTH CLINIC	305-293-7500	0.0388	251,471	0	251,471	9.76
GENERAL PURPOSE	305-292-4473	0.1765	251,471	0	251,471	44.38
MOSQUITO CONTROL	305-292-7190	0.4344	251,471	0	251,471	109.24
M C LOCAL ROAD PATROL	305-292-7017	0.3118	251,471	0	251,471	78.41
SFWM DIST	800-432-2045	0.0948	251,471	0	251,471	23.84
OKEECHOBEE BASIN	800-432-2045	0.1026	251,471	0	251,471	25.80
EVERGLADES CONST PRJT	800-432-2045	0.0327	251,471	0	251,471	8.22
K L FIRE RESC & EMERG MEDICAL	305-451-5517	1.1695	251,471	0	251,471	294.10

TOTAL MILLAGE 7.9374 — AD VALOREM TAXES $2,243.95

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	AMOUNT
MO CO SOLID WASTE	305-295-4323	457.15
NEW KEY LARGO WASTEWATER III	305-451-4019	290.88

NON-AD VALOREM ASSESSMENTS $748.03

COMBINED TAXES AND ASSESSMENTS $2,991.98

See reverse side for important information.

If Postmarked By	Nov 30, 2023	Dec 31, 2023	Jan 31, 2024	Feb 29, 2024	Mar 31, 2024
Please Pay	2,872.30	2,902.22	2,932.14	2,962.06	2,991.98

IF PAID BY

RETAIN THIS PORTION FOR YOUR RECORDS.
WALK-IN CUSTOMERS
PLEASE BRING FOR RECEIPT.

SAM C. STEELE, C.F.C.
MONROE COUNTY TAX COLLECTOR

2023 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY ID #	ESCROW CD	MILLAGE CODE	ACCOUNT #
1631345	CL-0041417	500K	1631345

ELIAS MARGARITA
35 Dolphin Rd
Key Largo, FL 33037-2949

00512040000000126139
35 DOLPHIN Rd

BK 6 LT 5 BOWENS ADDN TO RIVIERA VILLAGE KEY LARGO PB2-107 G57-181 OR10-33 OR385-922 OR442-183 OR509-3

RETURN WITH PAYMENT

CHECKS ON U.S. BANKS ONLY MADE PAYABLE TO SAM C. STEELE, C.F.C. TAX COLLECTOR • P.O. BOX 1129, KEY WEST FL 33041-1129

If Postmarked By	Nov 30, 2023	Dec 31, 2023	Jan 31, 2024	Feb 29, 2024	Mar 31, 2024
Please Pay	2,872.30	2,902.22	2,932.14	2,962.06	2,991.98

1 01631345 2023 3

MONROE COUNTY, FLORIDA

RESOLUTION NO.057-2014

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, ADOPTING THE PROCEDURES TO BE USED AFTER A FINAL ORDER HAS BEEN RENDERED BY THE CODE COMPLIANCE SPECIAL MAGISTRATE TO INITIATE INJUNCTIVE RELIEF FOR NON-COMPLIANT PROPERTIES, FORECLOSURE AND/OR MONEY JUDGMENT ACTIONS FOR COLLECTION OF UNPAID FINES AND/OR COSTS FROM A PROPERTY OWNER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 162.09(1), Florida Statutes and Monroe County Code Section 8-31(a) give the Special Magistrate appointed to hear Code Compliance cases the authority to impose fines and costs including the cost of repairs if the County is forced to make repairs, after a finding that the property owner has violated the Monroe County Code(s); and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes and Monroe County Code 8-31(c), a certified copy of an Order imposing a fine or a fine plus repair costs may be recorded in the public records and thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator; and

WHEREAS, a certified copy of the Order imposing the fines and costs becomes a lien on all real and personal property owned by the violator once recorded with the County Clerk; and

WHEREAS, the County has the authority to initiate litigation to enforce its codes and recorded liens; and

WHEREAS, the initiation of litigation may be the only incentive for some property owners to gain compliance; and

WHEREAS, the Board of County Commissioners finds it in the public's interest to have a formalized written procedure to be used after a Final Order has been rendered by the Code Compliance Special Magistrate to initiate injunctive relief on non-compliant properties, foreclosure and/or money judgment actions for collection of unpaid fines and/or costs from a property owner;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY:

Section 1: The County's formal procedure is hereby adopted as set forth in **Attachment A: PROCEDURES TO BE USED AFTER A FINAL ORDER HAS BEEN RENDERED BY THE CODE COMPLIANCE SPECIAL MAGISTRATE TO INITIATE INJUNCTIVE RELIEF FOR NON-COMPLIANT PROPERTIES, FORECLOSURE AND/OR MONEY JUDGMENT ACTIONS FOR COLLECTION OF UNPAID FINES AND/OR COSTS FROM A PROPERTY OWNER.**

Section 2: This resolution and the incorporated policies shall become effective upon adoption by the County Commission.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS of Monroe County, Florida, at a regular meeting of said board held on the 19th of March, 2014.

Mayor Sylvia Murphy	Yes
Mayor *pro tem* Danny L. Kolhage	Yes
Commissioner Heather Carruthers	Yes
Commissioner George Neugent	Yes
Commissioner David Rice	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: Sylvia J. Murphy
Mayor Sylvia Murphy

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
LISA GRANGER
ASSISTANT COUNTY ATTORNEY
Date 3/5/14

FILED FOR RECORD
2014 APR -3 PM 1:45
CLERK CIR. CT.
MONROE COUNTY, FL

ATTACHMENT A

PROCEDURES TO BE USED AFTER A FINAL ORDER HAS BEEN RENDERED BY THE CODE COMPLIANCE SPECIAL MAGISTRATE TO INITIATE INJUNCTIVE RELIEF FOR NON-COMPLIANT PROPERTIES, FORECLOSURE AND/OR MONEY JUDGMENT ACTIONS FOR COLLECTION OF UNPAID FINES AND/OR COSTS FROM A PROPERTY OWNER

1. Special Magistrate (SM) enters a Final Order imposing a compliance date, fines and/or costs after a finding of violation of Monroe County Code(s) by property owner (violator) or approving a Stipulated Agreement with an agreed upon compliance date and fine amounts. The Final Order of SM providing the compliance date, and imposing fines and/or costs is provided to the property owner as soon as practicable. Referrals, if not made previously, are made to other agencies in appropriate circumstances.

2. The Final Order of the SM is recorded by Code Compliance (CC) as a lien by Code Compliance within 14 days after the compliance date for those cases that have not achieved compliance.

3. The Final Order of the SM is recorded as a lien by CC within 45 days after the compliance date for those cases that have achieved compliance by the compliance date but have outstanding costs in excess of $200.

4. If compliance is not achieved within 75 days of the recording of the lien, then a re-inspection of the property is completed by the Code Inspector assigned to the case. If the property is still not in compliance then a demand letter including the current amount of fines and/or costs is sent to the property owner.

5. If compliance is not achieved within 90 days of the recording of the lien and/or the lien is not satisfied, then CC will research the subject property to determine:

   i. if the subject property is homesteaded;
   ii. if the subject property is the only property owned by property owner/violator;
   iii. what efforts, if any, the property owner has made to achieve compliance;
   iv. the amount of the lien accrued to date; and
   v. any other relevant factors, including but not limited to researching the status of the property owner, i.e. any Lis Pendens filed against the property or property owner, any pending or closed foreclosure actions, any open, pending or discharged Bankruptcy petitions.

6. CC staff shall provide a written memo or email to the County Attorney's Office (CAY) with the results of the research outlined and requested further action.

7. The CAY will review the information provided by CC staff.

8. The CAY will move the SM per F.S. 162.09 for an Order authorizing foreclosure or a money judgment action; and,

i. The Code Compliance Liaison (Liaison) will schedule the motion for the next available SM hearing for a Motion for approval to proceed with a foreclosure and/or money judgment action;
ii. The Liaison will mail a Notice of Hearing and Notice of Motion prepared by the Liaison and signed by the CAY to the property owner by certified mail noticing the owner of the date, time, place and the substance (collection action, foreclosure and/or money judgment and/or writ of attachment) of the motion;
iii. The Liaison will email/calendar a re-inspection request to the assigned Inspector to conduct inspection prior to the next available SM hearing;
iv. The Motion hearing is heard by SM on the specified date;
v. If SM finds foreclosure or money judgment is appropriate, the Liaison will notice the property owner of the SM's ruling and email/calendar a re-inspection request to the assigned Inspector to conduct an inspection within 30 days of the SM ruling;
vi. CAY will seek permission from the Board of County Commissioners to file for foreclosure or money judgment in court;
vii. The assigned Code Inspector will continue to monitor the property for compliance through re-inspections every 90 days and attempts to notify the owner by a quick email letter, telephone call or demand letter every 90 days to inform them that the property is not in compliance and fines are running. The assigned Code Inspector will provide written updates to the CAY every 90 days.

9. Subsequent to the SM's ruling on the Motion, the CAY will place an item on the Commission's agenda seeking the Board's direction and authorization on further enforcement and collection efforts. Potential options for litigation include seeking injunctive relief, a money judgment for the unpaid fines, foreclosure, or other relief. Potential non-litigation options include referral to another agency, allowing liens to accrue, or other relief.

10. If the recommended legal action is referral to another agency, release of lien, or allowing liens to accrue, CAY will send a written memo or email to the Director of Code Compliance outlining recommendation.

11. Once authority is granted by SM and/ or Board of County Commissioners, CC will order a title search on non-homesteaded properties, and the assigned Code Inspector will conduct a re-inspection after receipt of the title search. Litigation will commence after the title search is completed and a current re-inspection is completed. The assigned Code Inspector will continue to monitor the property for compliance through re-inspections every 90 days and attempts to contact the property owner by a quick email letter, telephone call or demand letter every 90 days that the property is not in compliance and fines are running. The assigned Inspector will provide written updates to the CAY every 90 days.

12. If the Board decides not to authorize injunction or enforcement litigation, a decision from the Board could include direction to:

    i. Allow lien to remain filed and accrue interest until sale or refinancing; or
    ii. Release the lien; or
    iii. Request CC staff to provide a progress report on compliance efforts annually at the March BOCC meeting.

Exception –If a violation poses a serious threat to the public health, safety & welfare then immediate permission to file an action for an inspection warrant, injunction and/or demolition may be sought with BOCC direction.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: R4
2023-1745

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
n/a

STAFF CONTACT: Bob Shillinger

AGENDA ITEM WORDING: Charter County discussion update.

ITEM BACKGROUND:
The BOCC authorized the County Attorney to begin drafting proposed charter. This item is intended to provide the Board with a monthly update on relevant issues and progress.

Attached is:

1) Draft Charter 10.9.23 version
2) Background Memo by County Attorney
3) A "one pager" that outlines some basic information on charter counties and the charter county transportation sales surtax & the statute.
4) Additional background information from Kurt Spitzer
5) County Attorney's PowerPoint presentation from the September 20, 2023 BOCC meeting.

PREVIOUS RELEVANT BOCC ACTION:
5/17/23, BOCC discussed pursuing a charter and directed the County Attorney to start drafting a proposal that:

1. Authorized a charter county transportation surtax;
2. Respected municipal independence both in the short term and the long term; and
3. Maintained the current structure of County government.

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: none

DOCUMENTATION:

DRAFT Monroe County Charter 10.9.23 revision October 18 2023 BOCC meeting.pdf
Charter Memo 28 July 2023.pdf
F.S. 212.055(1) Charter County and Regional Transportation System Surtax.pdf
General Discussion of County Home Rule by Kurt Spitzer.pdf
Charter Government 101 9.20.23 archived.pdf

FINANCIAL IMPACT:
n/a

ORDINANCE NO. ____-2024

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA PROVIDING FOR ADOPTION OF A HOME RULE CHARTER; PROVIDING FOR A PREAMBLE; PROVIDING FOR CREATION AND GENERAL POWERS, AND HOME RULE CHARTER GOVERNMENT; PROVIDING FOR BODY CORPORATE, NAME, AND BOUNDARIES, AND PROVIDING FOR CONSTRUCTION; PROVIDING FOR SPECIAL POWERS AND DUTIES OF COUNTY; PROVIDING FOR A MUNICIPAL PURPOSES PROVISION; PROVIDING FOR TRANSFER OF POWERS; PROVIDING FOR SEPARATION OF POWERS AS RELATES TO STATE LAW; PROVIDING FOR CONFLICT OF COUNTY ORDINANCES WITH MUNICIPAL ORDINANCES; PROVIDING FOR A LEGISLATIVE BRANCH BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR COMPOSITION AND REDISTRICTING; PROVIDING FOR QUALIFICATIONS, ELECTIONS, AND TERMS OF OFFICE; PROVIDING FOR SALARY AND OTHER COMPENSATION; PROVIDING FOR VACANCIES AND SUSPENSIONS; PROVIDING FOR POWERS; PROVIDING FOR A CODE OF ORDINANCES AND AN ADMINISTRATIVE CODE; PROVIDING FOR THE POWER RESERVED TO THE PEOPLE TO RECALL COUNTY COMMISSIONERS; PROVIDING FOR APPOINTMENT OF A COUNTY ADMINISTRATOR; PROVIDING FOR THE ADMINISTRATOR'S COMPENSATION AND TERMS OF EMPLOYMENT, POWERS AND DUTIES; PROVIDING FOR NONINTERFERENCE BY BOARD OF COUNTY COMMISSIONERS AND FOR TEMPORARY ABSENCE OR INCAPACITY OF THE COUNTY ADMINISTRATOR; PROVIDING FOR APPOINTMENT OF A COUNTY ATTORNEY; PROVIDING FOR A PROVISION REGARDING COUNTY CONSTITUTIONAL OFFICERS; PROVIDING FOR EFFECTIVE DATE OF THE CHARTER AS LAW; PROVIDING FOR TRANSITION; PROVIDING FOR CONTINUATION OF LAWS, ORDINANCES, AND CONTRACTS; PROVIDING FOR INITIAL COUNTY COMMISSIONERS, INITIAL COUNTY ADMINISTRATOR, AND INITIAL COUNTY ATTORNEY; PROVIDING FOR EMPLOYEE CONTINUATION, AND CONTINUATION OF AGENCIES AND ADVISORY BODIES; PROVIDING FOR OUTSTANDING BONDS, REVENUE CERTIFICATES, AND OTHER FINANCIAL OBLIGATIONS; PROVIDING FOR CHARTER AMENDMENTS PROPOSED BY COUNTY COMMISSIONERS; PROVIDING FOR CHARTER AMENDMENTS BY PETITION AND PROCEDURES FOR AMENDMENTS PROPOSED BY PETITION; PROCEDURES FOR AMENDMENT BALLOT PLACEMENT; PROVIDING SEVERABILITY AND VALIDITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Monroe County, Florida is presently a non-charter government as established under Article VIII, Section 1(f), Florida Constitution; and

WHEREAS, Article VIII, Sections l(c) and l(g), Florida Constitution, provide that a county government may be established by charter, which shall be adopted upon a majority vote of electors of the county; and

WHEREAS, Section 125.80, et seq., Florida Statutes, provides a method whereby a non-charter county may locally initiate a county home rule charter;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

SECTION 1. HOME RULE CHARTER.

The Board of County Commissioners of Monroe County, Florida hereby proposes, by ordinance, the following Charter for the governance of Monroe County.

The proposed Charter of Monroe County, Florida, as stated and incorporated herein, reads as follows:

MONROE COUNTY HOME RULE CHARTER

PREAMBLE

WE, THE CITIZENS OF MONROE COUNTY, FLORIDA, united in the belief that governmental decisions affecting local interests should be made locally, rather than by the State, and that County government should be reflective of the people of the County and should serve them in achieving a more responsive and efficient form of government and in order to empower the people of this County to make changes in their own government, do ordain and establish this Home Rule Charter for Monroe County, Florida.

ARTICLE 1
CREATION, POWERS, AND ORDINANCES OF HOME RULE CHARTER GOVERNMENT

1.1 Creation and general powers of home rule charter government

Monroe County shall be that of a chartered county under Section 1, Article VIII of the Florida Constitution of 1968 pursuant to which this Charter is adopted, and shall not be a charter for consolidation of county and municipal governments in Monroe County pursuant to Section 6(e), Article VIII of the Florida Constitution of 1968. Except as may be limited by this Home Rule Charter ("Charter"), Monroe County shall have all powers of self-government granted now or hereafter by the Constitution and laws of the State of Florida.

1.2 Body corporate, name and boundaries

Monroe County shall be a body corporate and politic. The corporate name shall be Monroe County. The county seat and boundaries shall be those designated by law on the effective date of this Charter.

1.3 Construction

The powers granted by this Charter shall be construed broadly in favor of the charter government. The specified powers in this Charter shall not be construed as limiting, in any way, the general or specific power of the government, as stated in this article. It is the intent of this article to grant to the charter government full power and authority to exercise all governmental powers necessary for the effective operation and conduct of the affairs of the charter government.

1.4 Special powers and duties of county

1.4.1 County purposes. The county, operating under this Charter, shall have all special powers and duties which are not inconsistent with this Charter, heretofore granted by law to the Board of County Commissioners, and shall have such additional county and municipal powers as may be required to fulfill the intent of this Charter.

1.4.2 Municipal purposes. The county shall have all necessary powers to accomplish municipal purposes within special districts. Property situated within municipalities shall not be subject to taxation for services rendered by the county exclusively for the benefit of the property or residents not within municipal boundaries, nor shall property situated in the county be subject to taxation for services provided by the county exclusively for the benefit of the property or residents within municipal boundaries.

1.5 Transfer of powers

Whenever a municipality, special district or agency shall request the performance or transfer of a function to the county, the county shall have the power and authority to assume and perform such functions and obligations. This section does not authorize a transfer in violation of Article VIII, Section 4 of the Constitution of Florida.

1.6 Separation of powers

Monroe County shall operate under an elected county commission and appointed county manager form of government with separation between the legislative and executive functions of the government in accordance with the provisions of this Charter. The establishment and adoption of policy shall be the responsibility of the Board of County Commissioners, and the execution of that policy shall be the responsibility of the county manager, hereinafter referred to as the County Administrator.

1.7 Relation to state law

The provisions of this Charter are not intended, and shall not be construed, to conflict with the Constitution of the State of Florida, general law, or special law approved by vote of the electorate.

1.8 Conflict of County Ordinances with Municipal Ordinances

Except as otherwise provided by law, or in this Charter, municipal ordinances shall prevail over county ordinances to the extent of any conflict within the boundaries of the municipality. To the extent that a county ordinance and a municipal ordinance shall cover the same subject without conflict, then both the municipal ordinance and the county ordinance shall be effective, each being deemed supplemental to the other. Notwithstanding the provisions of Section 6.3 herein, this Section 1.8 may only be amended by a unanimous vote of the Board of County Commissioners to place the amendment question on the ballot for referendum, and after the referendum is then approved by the voters at two consecutive general elections.

ARTICLE 2
LEGISLATIVE BRANCH:
BOARD OF COUNTY COMMISSIONERS

2.1 Composition

There shall be five county commissioners' districts in Monroe County, which shall be numbered one to five, inclusive, with the districts being as nearly equal in population as practicable. There shall be one Commissioner for each of the five districts. County commissioners shall be elected on a countywide basis by all of the electors of the county. The adoption of this Charter shall not change the district boundaries and district numbers in effect on the effective date of this Charter.

2.2 Redistricting

Redistricting of County Commission district boundaries shall be in accordance with general law, changed only after notice and a public hearing as provided by general law.

2.3 Qualifications and election

County commissioners shall be qualified electors of the county. Commissioners shall reside one in each of the commission districts. During the term of office, each commissioner shall reside in the district for which he or she ran for office. Any commissioner who shall remove his or her residency from the district for which he or she is elected shall thereupon become disqualified to represent said district and the office of any such commissioner shall be deemed vacant, except that any commissioner who is removed from a district by redistricting may continue to serve during the balance of the term of office.

2.4 Terms of office

Each commissioner shall be elected for a term of four (4) years, beginning on the second Tuesday after election, and continuing after such term until his or her successor is elected and qualified. Terms shall be staggered as provided in general law for the governing board of a non-charter county.

2.5 Salaries and other compensation

Salary and other compensation of the county commissioners shall be set by ordinance and shall be the same as those set by general law for the county commissioners of non-charter counties, and shall not be lowered during a county commissioner's term of office.

2.6 Vacancies and suspensions

Vacancies in any county commissioner's office, or other elected county office, shall be filled in accordance with the Constitution and general laws of Florida. Commissioners may be suspended or removed from office in accordance with the Constitution and general laws of Florida, and in addition may be recalled from office as provided in this Charter.

2.7 Powers

The Board of County Commissioners shall have all legislative authority, jurisdiction, and powers which are now and which hereafter may be granted to it by the Constitution, laws of the State of Florida, and this Charter.

2.8 Code of ordinances

The Board of County Commissioners shall maintain a current codification of all ordinances. Such codification shall be published and made available for distribution on a continuing basis.

2.9 Administrative code

The Board of County Commissioners shall adopt, and amend as necessary, an administrative code to govern the operation of the county.

2.10 Recall

Members of the Board of County Commissioners shall be subject to recall as provided by general law.

ARTICLE 3
ADMINISTRATIVE BRANCH: COUNTY ADMINISTRATOR

3.1 County Administrator

There shall be a County Administrator who shall be appointed by a vote of a majority of the entire Board of County Commissioners and terminated during a contract term by a majority vote of the entire Board of County Commissioners at each of two successive meetings, and who shall serve at the pleasure of the Board of County Commissioners. The County Administrator shall be chosen on the basis of his or her professional training, executive and administrative experience, and qualifications. The County Administrator need not be a resident of the County at the time of appointment but shall maintain residency within

the county during the tenure of office and shall not engage in any other business or occupation without the express approval of the Board of County Commissioners.

3.2 Compensation and terms of employment

The Board of County Commissioners shall establish the salary for the County Administrator at a level that is commensurate with the requirements of the position and shall at least annually review employment performance and salary. Terms and conditions of compensation and employment shall be set forth in a contract.

3.3 Powers and duties

The County Administrator shall be head of the executive branch of county government; shall have the executive powers and duties that are now and hereafter may be granted to the County Administrator by the laws of the State of Florida and this Charter; and, shall be responsible to the Board of County Commissioners for the proper administration of all affairs of the county. The County Administrator shall attend all regular and special meetings of the Board and shall have the right to participate in its discussions. The County Administrator shall prepare and submit the annual operating and capital program budgets to the Board of County Commissioners, and execute the budget and capital programs in accordance with appropriations and ordinances enacted by the Board of County Commissioners. In addition to the power and duties set forth in state law, the County Administrator shall also have the powers and duties expressly assigned by the County Commission.

3.4 Non-interference by Board of County Commissioners

Members of the Board of County Commissioners are expressly prohibited from interfering with the performance of the duties of any employee of the county government who is under the direct or indirect supervision of the County Administrator by giving said employees instructions or directives. Any such interference shall be malfeasance within the meaning of Article IV, Section 7(a) of the Florida Constitution. Further provisions relevant to non-interference, and not inconsistent with this provision, may be enacted by the Board of County Commissioners by ordinance. Nothing in this section 3.4, nor any other non-interference provision enacted by the Board of County Commissioners, shall prohibit a Member of the Board of County Commissioners from obtaining information from an employee of the county government under the direct or indirect supervision of the County Administrator in connection with the Member's conduct of official business.

3.5 Temporary absence or incapacity

The office of County Administrator shall be deemed vacant if the incumbent moves his or her residence from the county or is, by death, illness, or other casualty, unable to continue in office. A vacancy in the office shall be filled in the same manner as the original appointment. The Board of County Commissioners may appoint an acting administrator in the case of vacancy, temporary absence, or disability of the County Administrator, until a successor has been appointed and qualified, or until the County Administrator returns.

3.6 Department Directors and Executive Service Personnel

The director of each department shall be the principal officer of the department. Directors and executive service employees of departments shall be appointed by the County Administrator, subject to confirmation by a majority vote of the Board of County Commissioners. The County Administrator shall have the right to discharge any department head or executive service employee with cause, pursuant to provisions of the Monroe County Career Services Act, Ch. 69-1321, Laws of Florida.

ARTICLE 4
COUNTY ATTORNEY

4.1 County Attorney

There shall be a County Attorney who shall be appointed by a vote of a majority of the entire Board of County Commissioners and terminated during a contract term by a majority vote of the entire Board of County Commissioners with or without cause, and who shall serve at the pleasure of the Board. The County Attorney shall be the head of the County Attorney's Office. The County Attorney shall be responsible directly to the Board of County Commissioners and shall be independent of and not subject to the supervision or authority of the County Administrator. The County Attorney shall provide legal services to the Board of County Commissioners, county departments, County Constitutional Officers when there is no conflict between the Board and Constitutional Officer, and county boards and agencies. All prior actions of the Board of County Commissioners relating to the Office of the County Attorney are hereby ratified and reaffirmed. The terms and conditions of compensation and employment of the County Attorney shall be set forth in a contract. The County Attorney's qualifications and employment status shall be established by County Ordinance. The County Attorney shall be a direct full time employee of the Board of County Commissioners, and responsible only to the Board. Other than as set forth in this section, the County Attorney shall not represent any other public clients nor shall the County Attorney represent any private clients.

4.2 Non-interference by Board of County Commissioners

Members of the Board of County Commissioners are expressly prohibited from interfering with the performance of the duties of any employee of the county government who is under the direct or indirect supervision of the County Attorney by giving said employees instructions or directives. Any such interference shall be malfeasance within the meaning of Article IV, Section 7(a) of the Florida Constitution. Further provisions relevant to non-interference, and not inconsistent with this provision, may be enacted by the Board of County Commissioners by ordinance. Nothing in this section 4.2, nor any other non-interference provision enacted by the Board of County Commissioners, shall prohibit a Member of the Board of County Commissioners from obtaining information from an employee of the county government under the direct or indirect supervision of the County Attorney in connection with the Member's conduct of official business.

ARTICLE 5
COUNTY OFFICERS

5.1 County constitutional officers

The county constitutional offices of Sheriff, Property Appraiser, Tax Collector, Clerk of the Circuit Court, and Supervisor of Elections shall remain as elected constitutional officers pursuant to the requirements of the Florida Constitution and general law, and their powers, duties, and functions will not be altered by this Home Rule Charter. The constitutional officers shall perform their executive and administrative functions as specified by law. The Clerk of the Circuit Court shall be ex officio clerk of the Board of County Commissioners, auditor, recorder and custodian of all county funds.

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 Effective Date

This Charter shall become law when approved by a majority of those electors voting on the matter in a referendum to be held in the county in conjunction with the general election occurring on November 5, 2024, under the provisions of the Constitution and laws of Florida. The charter government shall assume all powers and duties provided by this Charter on the first day of January, 2025, the effective date of this Charter.

6.2 Transition

6.2.1 Continuation of laws, ordinances and contracts. Unless expressly provided otherwise in this Charter, the adoption of this Charter shall not affect any existing contracts or obligations of Monroe County; the validity of any of its laws, ordinances, regulations, and resolutions; or the term of office of any elected county officer, whose term shall continue as if this Charter had not been adopted.

6.2.2 Initial county commissioners. The persons comprising the Monroe County Board of County Commissioners on the effective date of this Charter shall become the initial members of the Board of County Commissioners of the charter government and shall perform the functions thereof until the expiration of their terms or until qualification of their successors as provided by law.

6.2.3 Initial County Administrator and Initial County Attorney. The County Administrator and County Attorney serving on the effective date of this Charter shall serve as the initial County Administrator and initial County Attorney respectively.

6.2.4 Employee continuation. All employees of the former county government shall on the effective date of this Charter become employees of the county government created by this Charter. All existing wages, benefits, collective bargaining certifications and agreements, contracts and conditions of employment shall continue, until modified by lawful action of the Board of County Commissioners.

6.2.5 Continuation of agencies and advisory bodies. All existing appointments or designations of non-governmental agencies or corporations to act as official agencies of the County shall remain in full force and effect in accordance with their original terms, until amended or terminated by the Board of County Commissioners in accordance with the terms of such appointment and the provisions of this Charter. All members of advisory boards,

resource groups or committees appointed for terms expiring after the effective date of this Charter shall continue to serve their terms without necessity of reappointment under this Charter.

6.2.6 Outstanding bonds. All bonds, revenue certificates, and other financial obligations of the county outstanding on the effective date of this Charter shall be obligations of the charter government. All actions taken by the former government relating to the issuance of such obligations are hereby ratified and confirmed. Payment of such obligations and the interest thereon shall be made solely from and charged solely against funds derived from the same sources from which such payment would have been made had this Charter not taken effect.

6.3 Charter amendment

6.3.1 Amendment by Board of County Commissioners. The Board of County Commissioners, upon the concurrence of not less than a majority plus one of its entire membership, shall have the authority to propose by ordinance, amendments, or revisions to this Charter not inconsistent with the State Constitution or with general law, and may also propose by ordinance the repeal of the Charter.

6.3.2 Amendment by petition. Amendments to this Charter, not inconsistent with the State Constitution or with general law, may be proposed by a petition signed by a number of electors at least equal to ten (10) percent of the number of electors qualified to vote in the last preceding general election; provided that the number shall contain at least ten (10) percent of the number of such qualified electors in each of the commission election districts; and further provided that any such amendment shall embrace but one subject and matter directly connected therewith. The sponsor of an amendment shall, prior to obtaining any signatures, submit the text of the proposed amendment to the Supervisor of Elections, with the proposed ballot summary and the form on which signatures will be affixed. The procedures for initiative petitions set forth in Section 6.3.3 of this Charter shall thereafter be followed. The power to amend this Charter by initiative shall not extend to administrative or judicial functions; the county budget, debt obligations or capital improvement programs; the zoning of land; salaries of county officers and employees; the assessment or collection of taxes; or, matters inconsistent with the Constitution or general laws of Florida.

6.3.3 Procedure for petition. The sponsor of an initiative petition shall, prior to obtaining any signatures, submit the text of a proposed charter amendment to the Supervisor of Elections, with the proposed ballot summary and the form on which signatures will be affixed and obtain a dated receipt therefore. Any such charter amendment shall embrace but one subject and matter directly connected therewith. The sponsor shall cause a notice of such submission to be published within fourteen days after the date of submission, in a newspaper of general circulation in the County. The allowable period for obtaining signatures on the petition shall be completed not later than six months after initial receipt of the petition by the Supervisor of Elections. The sponsor shall comply with all requirements of general law for political committees, and shall file quarterly reports with the Supervisor of Elections stating, to the best of the sponsor's information and belief, the number of signatures procured. The time and form of such reports may be prescribed by ordinance. When a sufficient number of

signatures are obtained, the sponsor shall thereupon submit signed and dated forms to the Supervisor of Elections and upon submission shall pay all fees required by general law. The Supervisor of Elections shall, within sixty (60) days after submission, verify the signatures thereon, or specify a reason for the invalidity of each rejected signature if the petition is rejected for insufficiency of the number of valid signatures. If the petition is rejected for insufficiency of the number of signatures, the sponsor shall have an additional thirty (30) days within which to submit additional signatures for verification. The Supervisor of Elections shall, within thirty (30) days verify the additional signatures. In the event sufficient signatures are still not acquired, the petition initiative shall be rendered null and void and none of the signatures may be carried over onto another identical or similar petition.

6.3.4 Amendment referendum. The Board of County Commissioners shall cause any Charter amendment proposed under section 6.3.1 or 6.3.2 to be submitted to the electors for their approval during the next general election scheduled more than ninety (90) days after the proposed amendment is validated. Notice of said referendum, together with the language of the proposed amendment, shall be published as provided by general law. Passage of proposed amendments, revisions, or repeal shall require approval of a majority of electors voting in said election.

6.4 Severability and Validity

It is hereby declared to be the intention of the Board of County Commissioners that the sections, paragraphs, sentences, clauses and phrases of this Charter are severable, and if any phrase, clause, sentence, paragraph, or section of this Code shall be declared invalid, unconstitutional, or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Charter.

SECTION 2. BALLOT QUESTION TO BE PRESENTED TO THE ELECTORATE.

The proposed Charter of Monroe County, Florida, shall be presented to the qualified Monroe County electorate by placing the question of whether to adopt the same on the ballot at the General Election to be held on November 5, 2024.

SECTION 3. BALLOT QUESTION FORM.

The question on the ballot shall be substantially in the following form as proposed by Monroe County Ordinance No. ___-2024.

Ballot Title:
"Proposed Home Rule Charter for Monroe County"

Question

[*PLACEHOLDER LANGUAGE*: "Shall there be a Home Rule Charter for Monroe County, establishing the form and powers of local self-government; maintaining the legislative powers of a board of five commissioners elected countywide; maintaining an appointed professional manager; providing that municipal ordinances prevail over conflicting county ordinances;

allowing for recall elections; and providing for methods of amendment?"]

Yes ___ For Approval No ___ Against Approval

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, by a vote of __ to __, this ___ day of _____, 2024.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
NAME, MAYOR

(SEAL)

ATTEST: KEVIN MADOK, Clerk

BY: _____
Ex Officio Clerk to the Board

_____
APPROVED FOR FORM AND LEGAL SUFFICIENCY:
ROBERT B. SHILLINGER, County Attorney

Memo

To: Mayor and Commissioners
From: Bob Shillinger, County Attorney
Date: July 28, 2023
re: Charter Government 101

INTRODUCTION

This memo is intended to provide an introduction to charter government by outlining the charter process, the differences between charter and non-charter counties, and the options to be considered should the charter process go forward. The FAC website also includes a link[1] to all 20 county charters should you desire to read further.

Florida's 67 counties fall into one of two general categories: charter and non-charter.[2] The non-charter form of county government is the default version of local government established by the State Constitution. The essential difference between a charter and non-charter county is that a charter county enjoys all the powers of local government not pre-empted by state law whereas a non-charter county must look for the authority to act in state law. In other words, charter counties already possess all powers of local governance not pre-empted by the state whereas non-charter counties can only act if the Legislature has authorized them to act. Some key examples of this distinction will be discussed below.

In the words of the Fifth District Court of Appeal, under Article VIII, § 1(a) of Florida's Constitution, "the state is divided into political subdivisions called counties, . . . so that much of the state's `police power' can be controlled and exercised at the

[1] http://www.fl-counties.com/Pages/About_Floridas_Counties/Charter_County_Information.aspx

2 Article VIII, § 1 of the State Constitution authorizes both charter and non-charter counties, so any use of the term "constitutional" to distinguish a non-charter form of county government from a charter county is misleading.

community level. Generally, the constitution provides for non-charter counties, which are permitted to exercise only those powers expressly authorized by the Legislature through general or special laws, Article VIII, § 1(f), Florida Constitution, and charter counties, which are broadly granted `all powers of local self-government' not inconsistent with general or special law." Article VIII, § 1(g)[3].

To date, twenty of Florida's 67 counties have adopted charters. Of those twenty, eighteen have populations larger than Monroe. Columbia (70,617) and Wakulla (33,981) are the two charter counties that have populations which are smaller than Monroe (82,874). Of the fourteen most populous counties in Florida, thirteen are charter counties. Nearly 74% of Floridians (16,101,242 out of 21,781,128) live in a charter county.

THE CHARTER PROCESS

There are generally three methods by which a county can propose a charter for consideration by the voters. First, the County Commission can adopt a proposed charter by ordinance and submit it to the voters for approval. Second, a charter commission can be created either by resolution of the County Commission or upon receipt of a petition of at least fifteen percent of the registered voters in the County. Finally, the Legislature can create a charter commission to pursue consolidation of county government with at least one municipality. Regardless of the option chosen, final approval of a charter rests with the voters through a binding referendum.

3 *Demings v. Orange County Citizens Review Board*, 15 So.3d 604, 606 (Fla. 5th DCA 2009).

Option 1. Charter by Ordinance.

Florida law also authorizes county commissions to propose their own charters, which must be proposed by ordinance and approved by the voters through a referendum. See, F.S. 125.82. This option is by far the simplest and least expensive when compared to the charter commission options. Under this option, there would be no charter commission to formally vet the proposed charter. Instead, the BOCC would function as the charter commission through its normal legislative process. Public input would be made during public meetings and hearings on the adoption of the ordinance calling for a referendum vote on the proposed charter. Under this option, the BOCC would be able to exercise greater control over the expenses associated with the process as well as complete control over the text of the document submitted to the voters for consideration.

This option has the added benefit of having no statutorily required time limits for submitting the proposed charter to the electorate for approval by referendum. Unlike the charter commission option, under the "charter by ordinance" option, it is possible to schedule the referendum on the proposed charter at the next regularly scheduled election instead of having to call a special election. See, F.S. 125.82(1). The ability to avoid holding a county-wide special election represents a savings of at least $250,000 to the general fund, according to estimates provided by the Supervisor of Elections office.

Option 2 – Charter Commission

Under F.S. 125.60 through 125.64, counties are authorized to create charter commissions to draft proposed charters. The charter commission may be created in

one of two ways: by resolution of the BOCC or by citizens' initiative via petition. F.S. 125.61(1).

To become effective, a citizens' petition to the county commission must be signed by at least fifteen percent of the qualified electors in the county. F.S. 125.61(1). The charter commission must be appointed within 30 days upon adoption of such a resolution or presentation of a citizens' petition. *Id.*

Charter commission members shall be appointed by the BOCC unless the citizen's petition directs that the County's Legislative delegation[4] make the appointments. F.S. 125.61(2). The charter commission must contain 11, 13, or 15 members. *Id.* County commissioners and members of the Florida Legislature are not eligible to serve on a charter commission. *Id.*

While F.S. 125.61(1) is silent on the issue of the date when the number of registered voters are measured so as to establish the threshold number of signatures required in order for the petition drive to be successful, general election law principles would measure the number of voters eligible to vote in the last general election. The Supervisor of Elections Office reports that the number of eligible voters for the November 2022 election was 55,183. Accordingly, a charter commission would have to be created if 8,278 registered voters sign petitions calling for its creation, assuming the last general election date is the operative date for establishing the threshold.

The statute sets forth the organizational requirements of the charter commission. F.S. 125.62(1). The statute also authorizes the expenditure of public funds and the employment of staff, consultants and experts to assist the commission in its duties. F.S.

4 The statute does not address how the delegation shall resolve conflicts among itself if it cannot agree on committee members.

125.62(2). The Attorney General has opined in AGO 96-76 that the BOCC "may regulate the expenditures of the charter commission." Donations from public and private entities to help offset those expenses are authorized. F.S. 125.62(2).

Adopting a charter via a charter commission is not a quick process. The statute imposes a requirement upon that panel to "conduct a comprehensive study of the operation of county government and of the ways in which the conduct of county government might be improved or reorganized." F.S. 125.63. The statute contemplates that the charter commission will present a proposed charter in draft form to the county commission within 18 months from the date of its first meeting unless that time period has been extended by resolution of the BOCC. *Id.* After the draft is presented to the BOCC, the charter commission must hold three public hearings spaced between 10 and 20 days from each other to accept public comment on the proposed charter. *Id.* At the final public hearing, the charter commission shall vote on a final version of the proposed charter and forward that document to the BOCC so the BOCC may call a referendum of the voters for consideration. *Id.*

Upon receipt of the proposed charter from the charter commission, the BOCC is ***obligated*** to schedule a special election that must be held between 45 and 90 days after the date when the BOCC receives the proposed charter. F.S. 125.64(1). If no regularly scheduled election falls within that 45 to 90 day window, county taxpayers would be obligated to fund a special election for that sole issue. As mentioned above, the Supervisor of Elections estimates that such an election would cost in excess of $250,000. She also reports that single issue, special elections historically have the lightest voter turnout.

Neither the BOCC nor the leaders of the citizens' petition drive will control what elements are included in a charter proposed under this option as that decision rests with the appointed members of the charter commission. In other words, once the "charter commission fuse is lit" by either the BOCC or fifteen percent of county electors, those appointed to serve on the charter commission will decide what to include in the charter. To be sure, the BOCC and the petition drive leaders may have input, but the final decision on what to include in the final draft will rest with members of the charter commission.

Ultimate approval of the charter commission's work product rests with the voters. If approved by a simple majority vote of the electors, the charter shall take effect on the following January 1st or upon such time as the charter provides. F.S. 125.64(2). After adoption, the charter may only be amended or repealed by referendum. *Id.* If rejected by the voters, no new charter referendum may be held during the next two years. F.S. 125.64(3). Upon acceptance or rejection of the charter by the voters, the charter commission will be dissolved and all property of the charter commission will become property of the county by operation of law. F.S. 125.64(4).

Option 3 – Municipal Consolidation

The third method for adopting a charter is through the process of consolidation with at least one municipality. *See,* Article VIII, § 3 of Florida Constitution (1968). In 1936, the Florida Constitution of 1885 was amended to create a provision establishing a process whereby Monroe County and the City of Key West could be consolidated. That provision is currently found at Article VIII, section 10 of the 1968 Constitution.

Consolidation could be pursued with one or more of the other municipalities under Article VIII, § 3, not just Key West.

Consolidation with a municipality requires the Legislature to create a charter commission. Given the geography and history of Monroe County, this option seems the least likely to be invoked. Accordingly, no further analysis will be done on this option unless directed to do so by the BOCC.

CHARTER POWERS CREATED BY STATE LAW

State law vests charter counties with certain powers simply because of their status as charter counties. The two most noteworthy are the power to recall officials elected under the charter and the power to levy certain taxes.

Under F.S. 101.361, a county commissioner elected by a charter county can be recalled regardless of whether the charter authorizes a recall or not. The Legislature has spelled out the process for recall elections and the charter cannot deviate from that process. According to FAC, recalls have only occurred in one of the twenty charter counties. However, recalls have occurred multiple times in Miami-Dade County. Additionally, recalls have happened in various cities, which by law must operate under a charter.

In addition to recall elections, charter counties have the power to levy a municipal utility taxes under F.S. 166.231 and the charter county transportation surtax under F.S. 212.055. In short, "charter counties are deemed to be equivalent to municipalities" under the Florida Constitution, at least as to the ability to levy taxes. *See Stork v. Bellsouth Corp.,* 847 So.2d 1098, 1099 (Fla. 4th DCA 2003).

Under F.S. 166.231, a charter county "may levy a tax on the purchase of electricity, metered natural gas, liquefied gas either metered or bottled, manufactured gas either metered or bottled, and water service."

Under F.S. 212.055(1), a charter county may levy a discretionary sales surtax of up to 1 penny if approved by a majority of the voters at referendum held at a November general election. The funds may only be used for transportation and transit related expenses authorized in the statute. F.S. 212.055(1).

OPTIONAL CHARTER PROVISIONS

As the Florida Association of Counties' chart comparing the provisions of the 20 different charter counties indicates, the scope and treatment of subjects covered in charters differ from county to county. Generally, however, the main issues to be decided when proposing a charter include whether:

a) county ordinances preempt municipal ordinances, or whether the cities maintain the ability to "opt out" of some or all county ordinances;

b) county commissioners are elected in single member or at-large districts or some combination thereof;

c) there are specific requirements, limitations, or conditions placed upon those running for and/or holding charter offices such as term limits, campaign finance limits, and partisan or non-partisan elections;

d) citizens can initiate changes to the charter and county code via the initiative process and if so, whether that power is limited with respect to any particular subject matter;

e) there will be a residency requirement for some or all appointed officers; and

f) there will be different requirements for municipal annexation than provided for under state law.

The courts have weighed in on some of these issues. *See, e.g., Browning v. Sarasota Alliance for Fair Elections,* 968 So.2d 637 (Fla. 2007); *Cook v. Jacksonville,* 823 So.2d 86 (Fla. 2002); *Broward County v. Ft. Lauderdale,* 480 So.2d 631 (Fla. 1985); *Demings v. Orange County Citizens Review Board,* 15 So.3d 604 (Fla. 4th DCA 2009); *Elected County Mayor Political Committee, Inc. v. Shirk,* 939 So.2d 1267 (Fla. 2d DCA 2008); *Pinellas County v. City of Largo,* 964 So.2d 847 (Fla. 2d DCA 2007); and *Seminole County v. City of Winter Springs,* 935 So.2d 521 (Fla. 5th DCA 2006). The most controversial of these issues will be addressed below.

Municipal Pre-emption

The most controversial optional provision is whether County ordinances will pre-empt those adopted by municipalities located within the county. While the BOCC has directed me to only draft a charter that preserves the authority of the five municipalities to retain their current authority to opt out of County ordinances, in the interests of fully explaining this issue, I provide the analysis below. This Board has made it clear that it has no interests in preempting the legislative authority of the governing bodies of our five municipalities.

In a non-charter county, a county may enact ordinances having county-wide application provided that the ordinance is not in conflict with general or special law[5], but that ordinance is not effective within a municipality if the municipality adopts an ordinance in conflict with the county ordinance. *See,* Art. VIII, § 1(f). However, in a charter county, the "charter shall provide which shall prevail in the event of conflict between county and municipal ordinances." Art. VIII, § 1(g). It is not necessarily an "all or nothing" proposition because some county charters limit the subject matter in which the County code prevails over municipal ordinances, while others permit the County to set the minimum standards for a particular subject matter but allow the cities to have stricter rules.

Not surprisingly, this issue has led to litigation between cities and counties over the interpretation of the relevant charter's pre-emption provision. *See, e.g., Seminole County v. City of Winter Springs,* 935 So.2d 521; and *Broward County v. Ft. Lauderdale,* 480 So.2d 631.

Early on in the process, I mentioned the possibility of protecting the independence of the five municipalities by drafting a charter provision that would require a supermajority of the electorate to change this provision of the charter. Unfortunately, I subsequently learned that a similar attempt was found to be unconstitutional in 2008. *See, Citizens for Term Limits & Accountability, Inc., v. Lyons,* 995 So.2d 1051, 1057 (1st DCA 2008) (Proposed amendment to county's home rule charter, requiring sixty percent majority for approval of future amendments to charter, violated state constitutional requirement of simple majority vote). I am currently researching other language

[5] An example of a state general law that prohibits a county from adopting an ordinance that is effective county-wide would be F.S. 163.3171(1)&(2), which limits a county's ability to regulate zoning within the territorial limits of a municipality.

intended to provide city residents protection against a future amendment that would alter the protections against County preemption.

Qualifications and Term Limits for County Commissioners

A charter can impose additional qualifications or limits on candidates for county commission. For example, county charters can impose term limits on county commissioners. *See, Snipes v. Telli,* 57 So.3d 415 (Fla. 2011). Similarly, a charter can contain a provision requiring that charter officers, i.e., county commissioners run in non-partisan elections. *See, Volusia County v. Quinn,* 700 So.2d 474 (Fla. 5th DCA 1997).

Citizen's Initiative and Binding Referendums

Citizens in non-charter counties do not have the ability to bypass their elected county commissions and place items on the ballot for consideration of the voters in a binding referendum. In short, the State Constitution vests the legislative power in a non-charter county with the County Commission and state law does not contain a provision which authorizes a County to adopt an ordinance or otherwise delegate that legislative power to the electorate. In fact, in the absence of specific statutory authority, the Commission can only seek input from county voters through a non-binding referendum as provided for at F.S. 125.01(1)(y).

County charters may include a citizens' initiative provision, but one is not required. As the FAC materials make clear, this issue has been addressed in a variety of methods by the 20 charter counties. If such a provision is to be included, issues to be addressed include the threshold number of petitioners necessary to trigger the provision; whether any time limits have been imposed on gathering signatures on petitions; and whether the BOCC must act on the petition or hold a referendum within a

certain period of time or, alternatively, whether the referendum can wait until the next county-wide general election. Given the expense associated with holding a county-wide special election, this latter issue could have significant financial repercussions.

MANDATORY CHARTER PROVISIONS

State law requires that charters contain certain provisions regarding a) the process of amending and revising the charter; b) requirements for holding elective charter office; c) determining vacancies in charter office positions; d) salaries for charter officers; e) the transfer of functions from non-charter government to charter government; and f) the form of government that the county will adopt under the charter, including the executive and legislative functions. These issues can be explored in greater depth if the Commission desires further information.

INDEPENDENCE OF COUNTY CONSTITUTIONAL OFFICERS

In charter counties, the electorate used to have the option of either maintaining these independent constitutional offices or abolishing them and transferring their responsibilities to the board of the charter county or to local offices created by the charter. However, Article VIII, Section 1(d) of the Florida Constitution was amended in 2018 to prohibit charters from "abolish[ing] the office of a sheriff, a tax collector, a property appraiser, a supervisor of elections, or a clerk of the circuit court; transfer[ring] the duties of those officers to another officer or office; . . . [changing] the length of the four-year term of office; or establish[ing] any manner of selection other than by election

by the electors of the county." The 2018 amendment eliminated what was once a contentious issue with County charters.

CONCLUSION

Becoming a charter county represents a fundamental paradigm shift in local governance. The process can be expensive and time consuming, especially if the decision is made to appoint a charter commission. Adopting a charter provides voters with greater accountability over their commissioners and opens up the potential for two additional revenue sources. The Commission and ultimately the voters will have to decide whether the perceived benefits of a charter outweigh the costs associated with seeking one.

Top Ten Highlights on Charter Counties & the Charter County Transportation Surtax

1. Charter counties[1] and those counties participating in a regional transit authority can levy a surtax [F.S. 212.055(1)] of up to 1 penny for up to 30 years to be used for:

    a. Development, construction, equipment, maintenance, operation, supportive services, including *a countywide bus system*, *on-demand transportation services*, & *related costs of a fixed guideway rapid transit system;*

    b. Planning, development, construction, operation, and maintenance of
        i. roads and bridges in the county;
        ii. bus and fixed guideway systems;
        iii. on-demand transportation services;

    c. Bonds for the payment of principal and interest on qualified projects.

2. 5 counties that have levied a Charter County Transportation Surtax[2]

a.	Broward	1%	Charter	1/1/19 to 12/31/48
b.	Duval	.5%	Charter	1/1/89 until repealed (adopted b4 30y rule)
c.	Hillsborough	1%	Charter	1/1/19 to 3/15/21 (terminated by Courts)
d.	Miami-Dade	1%	Charter	1/1/03 until repealed (adopted b4 30y rule)
e.	Walton	.5%	RTA	1/1/13 to 12/31/15 (terminated; RTA axed)

3. At least 8 counties that tried but failed to levy a Charter County Transportation Surtax: Alachua (2x), Citrus, Columbia, Hillsborough (2014), Orange (2022), Osceola (2x), Pinellas & Polk (2x)

4. Charter County Transportation Surtax does not count towards tax rate cap.

5. Surtax proceeds may be but are not required to be shared with cities via ILA. That ILA must be revisited no less than every 5 years to include new cities.

6. Surtax Referendum must be held during a November general election.

7. The charter can't direct how the surtax proceeds are spent. BOCC decides.[3]

8. Charter must be approved separately by the voters.

9. Preemption – BOCC directed staff to draft charter so cities are ***not*** preempted.

10. BOCC opting to propose charter itself, without a charter commission.

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[1] Charter counties: Alachua, Brevard, Broward, Charlotte, Clay, Columbia, Duval, Hillsborough, Lee, Leon, Miami-Dade, Orange, Osceola, Palm Beach, Pinellas, Polk, Sarasota, Seminole, Volusia, Wakulla
[2] Local Govt. Financial Info. Handbook http://edr.state.fl.us/Content/local-government/reports/lgfih22.pdf
[3] Emerson v. Hillsborough County, 312 So.3d 451 (Fla. 2021).

Prepared by Monroe County Attorney Bob Shillinger, revised 6.6.23

Select Year: 2022 Go

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

Title XIV TAXATION AND FINANCE | Chapter 212 TAX ON SALES, USE, AND OTHER TRANSACTIONS | View Entire Chapter

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(1) CHARTER COUNTY AND REGIONAL TRANSPORTATION SYSTEM SURTAX.—

(a) Each charter county that has adopted a charter, each county the government of which is consolidated with that of one or more municipalities, and each county that is within or under an interlocal agreement with a regional transportation or transit authority created under chapter 343 or chapter 349 may levy a discretionary sales surtax, subject to approval by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

(b) The rate shall be up to 1 percent.

(c)1. The proposal to adopt a discretionary sales surtax as provided in this subsection and to create a trust fund within the county accounts shall be placed on the ballot in accordance with law and must be approved in a referendum held at a general election in accordance with subsection (10).

2. If the proposal to adopt a surtax is by initiative, the petition sponsor must, at least 180 days before the proposed referendum, comply with all of the following:

a. Provide a copy of the final resolution or ordinance to the Office of Program Policy Analysis and Government Accountability. The Office of Program Policy Analysis and Government Accountability shall procure a certified public accountant in accordance with subsection (11) for the performance audit.

b. File the initiative petition and its required valid signatures with the supervisor of elections. The supervisor of elections shall verify signatures and retain signature forms in the same manner as required for initiatives under s. 100.371(11).

3. The failure of an initiative sponsor to comply with the requirements of subparagraph 2. renders any referendum held void.

(d)1. Except as set forth in subparagraph 2., proceeds from the surtax shall be applied to as many or as few of the uses enumerated below in whatever combination the county commission deems appropriate:

a. Deposited by the county in the trust fund and shall be used for the purposes of development, construction, equipment, maintenance, operation, supportive services, including a countywide bus system, on-demand transportation services, and related costs of a fixed guideway rapid transit system;

b. Remitted by the governing body of the county to an expressway, transit, or transportation authority created by law to be used, at the discretion of such authority, for the development, construction, operation, or maintenance of roads or bridges in the county, for the operation and maintenance of a bus system, for the operation and maintenance of on-demand transportation services, for the payment of principal and interest on existing bonds issued for the construction of such roads or bridges, and, upon approval by the county commission, such proceeds may be pledged for bonds issued to refinance existing bonds or new bonds issued for the construction of such roads or bridges; and

c. Used by the county for the planning, development, construction, operation, and maintenance of roads and bridges in the county; for the planning, development, expansion, operation, and maintenance of bus and fixed guideway systems; for the planning, development, construction, expansion, operation, and maintenance of on-demand transportation services; and

for the payment of principal and interest on bonds issued for the construction of fixed guideway rapid transit systems, bus systems, roads, or bridges; and such proceeds may be pledged by the governing body of the county for bonds issued to refinance existing bonds or new bonds issued for the construction of such fixed guideway rapid transit systems, bus systems, roads, or bridges. Pursuant to an interlocal agreement entered into pursuant to chapter 163, the governing body of the county may distribute proceeds from the tax to a municipality, or an expressway or transportation authority created by law to be expended for the purpose authorized by this paragraph. Any county that has entered into interlocal agreements for distribution of proceeds to one or more municipalities in the county shall revise such interlocal agreements no less than every 5 years in order to include any municipalities that have been created since the prior interlocal agreements were executed.

2.a. To the extent not prohibited by contracts or bond covenants in effect on that date, a county as defined in s. 125.011(1) shall use proceeds from the surtax only for the following purposes: F.S. 125.011(1) is code for Miami-Dade County

(I) The planning, design, engineering, or construction of fixed guideway rapid transit systems, rail systems, and bus systems, including bus rapid transit systems, and for the development of dedicated facilities for autonomous vehicles as defined in s. 316.003.

(II) The acquisition of rights-of-way for fixed guideway rapid transit systems, rail systems, and bus systems, including bus rapid transit systems, and for the development of dedicated facilities for autonomous vehicles as defined in s. 316.003.

(III) The purchase of buses or other capital costs for bus systems, including bus rapid transit systems.

(IV) The payment of principal and interest on bonds previously issued related to fixed guideway rapid transit systems, rail systems, or bus systems.

(V) As security by the governing body of the county to refinance existing bonds or to issue new bonds for the planning, design, engineering, or construction of fixed guideway rapid transit systems, rail systems, bus rapid transit systems, or bus systems.

(VI) For the operation and maintenance of fixed guideway rapid transit systems and bus routes or extensions thereof, including bus rapid transit systems, which were implemented or constructed subsequent to the passage of the surtax, and for operation and maintenance of services authorized by electors in passing the surtax or included in the ordinance authorizing the levy of the surtax subject to the electorate's approval.

b. To the extent not prohibited by contracts or bond covenants in effect on October 1, 2022, no more than 25 percent of the surtax proceeds may be distributed to municipalities in total in a county as defined in s. 125.011(1). Such municipalities may use the surtax proceeds to plan, develop, construct, operate, and maintain roads and bridges in the municipality and to pay the principal and interest on bonds issued to construct roads or bridges. The governing body of the municipality may pledge the proceeds for bonds issued to refinance existing bonds or new bonds issued to construct such roads or bridges. Additionally, each such municipality may use surtax proceeds for transit systems within the municipality.

(e) As used in this subsection, the term "on-demand transportation services" means transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

(f) Any discretionary sales surtax levied under this subsection pursuant to a referendum held on or after July 1, 2020, may not be levied for more than 30 years.

(2) LOCAL GOVERNMENT INFRASTRUCTURE SURTAX.—

(a)1. The governing authority in each county may levy a discretionary sales surtax of 0.5 percent or 1 percent. The levy of the surtax shall be pursuant to ordinance enacted by a majority of the members of the county governing authority and approved by a majority of the electors of the county voting in a referendum on the surtax. If the governing bodies of the municipalities representing a majority of the county's population adopt uniform resolutions establishing the rate of the surtax and calling for a referendum on the surtax, the levy of the surtax shall be placed on the ballot and shall take effect if approved by a majority of the electors of the county voting in the referendum on the surtax.

2. If the surtax was levied pursuant to a referendum held before July 1, 1993, the surtax may not be levied beyond the time established in the ordinance, or, if the ordinance did not limit the period of the levy, the surtax may not be levied for more than 15 years. The levy of such surtax may be extended only by approval of a majority of the electors of the county voting in a referendum on the surtax.

(b) A statement which includes a brief general description of the projects to be funded by the surtax and which conforms to the requirements of s. 101.161 shall be placed on the ballot by the governing authority of any county which enacts an ordinance calling for a referendum on the levy of the surtax or in which the governing bodies of the municipalities

4. The county currently levies a local government infrastructure surtax pursuant to subsection (2) which is scheduled to terminate and is not subject to renewal.

5. The pension liability surtax does not take effect until the local government infrastructure surtax described in subparagraph 4. is terminated.

(b) A referendum to adopt a pension liability surtax must meet the requirements of s. 101.161 and must include a brief and general description of the purposes for which the surtax proceeds will be used.

(c) Pursuant to s. 212.054(4), the proceeds of the surtax collected under this subsection, less an administrative fee that may be retained by the department, shall be distributed by the department to the local government.

(d) The local government may use the pension liability surtax proceeds in the following manner:

1. If the proceeds of the pension liability surtax have been actuarially recognized as provided in s. 112.64(6), the local government must distribute the proceeds to an eligible defined benefit retirement plan or system, not including the Florida Retirement System.

2. If the proceeds of the pension liability surtax have not been actuarially recognized, the local government is authorized to distribute the proceeds to an eligible defined benefit retirement plan or system, not including the Florida Retirement System, to pledge the proceeds of the surtax to repay debts incurred for the purpose of making advanced payments toward the unfunded liability of an underfunded defined benefit retirement plan or system, and to reimburse itself from the proceeds of the surtax for any borrowing costs associated with such debts.

(e) The ordinance providing for the imposition of the pension liability surtax must specify how the proceeds will be used:

1. The ordinance must specify the method of determining the percentage of the proceeds, and the frequency of such payments, distributed to each eligible defined benefit retirement plan or system if the proceeds of the pension liability surtax are actuarially recognized as provided in s. 112.64(6).

2. The ordinance must specify the local government's intention to incur debt for the purpose of making advanced payments toward the unfunded liability of an underfunded defined benefit retirement plan or system if the proceeds of the pension liability surtax are not actuarially recognized as provided in s. 112.64(6).

(f) A pension liability surtax imposed pursuant to this subsection shall terminate on December 31 of the year in which the actuarial funding level is expected to reach or exceed 100 percent for the defined benefit retirement plan or system for which the surtax was levied or December 31, 2060, whichever occurs first. The most recent actuarial report submitted to the Department of Management Services pursuant to s. 112.63 must be used to establish the level of actuarial funding.

(g) Notwithstanding any other provision of this section, a county may not levy local option sales surtaxes authorized in this subsection and subsections (2), (3), (4), and (5) in excess of a combined rate of 1 percent.

(10) DATES FOR REFERENDA.—A referendum to adopt or amend a local government discretionary sales surtax under this section must be held at a general election as defined in s. 97.021.

(11) PERFORMANCE AUDIT.—

(a) To adopt a discretionary sales surtax under this section, an independent certified public accountant licensed pursuant to chapter 473 shall conduct a performance audit of the program associated with the proposed surtax.

(b)1. At least 180 days before the referendum is held, the county or school district shall provide a copy of the final resolution or ordinance to the Office of Program Policy Analysis and Government Accountability.

2. Within 60 days after receiving the final resolution or ordinance, the Office of Program Policy Analysis and Government Accountability shall procure the certified public accountant and may use carryforward funds to pay for the services of the certified public accountant.

3. At least 60 days before the referendum is held, the performance audit must be completed and the audit report, including any findings, recommendations, or other accompanying documents, must be made available on the official website of the county or school district.

4. The county or school district shall keep the information on its website for 2 years from the date it was posted.

5. The failure to comply with the requirements under subparagraph 1. or subparagraph 3. renders any referendum held to adopt a discretionary sales surtax void.

(c) For purposes of this subsection, the term "performance audit" means an examination of the program conducted according to applicable government auditing standards or auditing and evaluation standards of other appropriate authoritative bodies. At a minimum, a performance audit must include an examination of issues related to the following:

1. The economy, efficiency, or effectiveness of the program.

2. The structure or design of the program to accomplish its goals and objectives.

3. Alternative methods of providing program services or products.

4. Goals, objectives, and performance measures used by the program to monitor and report program accomplishments.

5. The accuracy or adequacy of public documents, reports, and requests prepared by the county or school district which relate to the program.

6. Compliance of the program with appropriate policies, rules, and laws.

(d) This subsection does not apply to a referendum held to adopt the same discretionary surtax that was in place during the month of December immediately before the date of the referendum.

History.—s. 2, ch. 76-284; s. 5, ch. 82-154; s. 3, ch. 83-3; s. 1, ch. 84-373; s. 1, ch. 84-555; s. 25, ch. 85-180; s. 70, ch. 85-342; s. 8, ch. 87-99; s. 1, ch. 87-100; s. 2, ch. 87-239; s. 12, ch. 87-548; s. 85, ch. 90-132; s. 4, ch. 90-203; s. 1, ch. 90-282; ss. 2, 3, ch. 91-81; s. 29, ch. 91-112; s. 2, ch. 91-418; s. 1, ch. 91-423; s. 148, ch. 92-279; ss. 1, 2, ch. 92-309; s. 55, ch. 92-326; s. 3, ch. 93-207; s. 3, ch. 93-222; s. 51, ch. 94-356; s. 1, ch. 95-258; s. 1, ch. 96-240; s. 1, ch. 97-83; s. 17, ch. 97-384; s. 7, ch. 98-258; s. 9, ch. 98-342; s. 4, ch. 99-4; s. 1, ch. 99-340; s. 54, ch. 99-385; s. 40, ch. 2000-151; ss. 10, 11, 13, 16, ch. 2000-312; s. 78, ch. 2000-318; s. 33, ch. 2001-60; s. 100, ch. 2002-20; s. 7, ch. 2002-196; s. 1, ch. 2003-77; ss. 33, 42, ch. 2003-254; s. 91, ch. 2003-402; s. 6, ch. 2004-41; s. 1, ch. 2004-66; s. 1, ch. 2004-259; s. 3, ch. 2005-55; s. 1, ch. 2005-56; s. 1, ch. 2005-96; s. 1, ch. 2005-242; s. 1, ch. 2006-66; s. 2, ch. 2006-223; s. 14, ch. 2007-196; s. 19, ch. 2009-96; s. 1, ch. 2009-132; s. 1, ch. 2009-146; s. 1, ch. 2009-182; s. 1, ch. 2010-154; s. 1, ch. 2010-225; s. 5, ch. 2011-15; s. 3, ch. 2012-117; s. 14, ch. 2013-198; s. 6, ch. 2015-100; s. 1, ch. 2015-169; s. 2, ch. 2016-146; s. 2, ch. 2016-225; s. 64, ch. 2016-241; s. 27, ch. 2017-173; ss. 34, 35, 62, ch. 2018-118; s. 22, ch. 2018-158; s. 1, ch. 2019-64; s. 12, ch. 2019-159; s. 3, ch. 2019-169; s. 18, ch. 2020-10; s. 23, ch. 2021-2; s. 21, ch. 2022-97.

[1]**Note.**—Section 26, ch. 2021-2, provides that:

"(1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of administering this act.

"(2) Notwithstanding any other law, emergency rules adopted pursuant to subsection (1) are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

"(3) This section shall take effect upon this act becoming a law and expires July 1, 2023."

[2]**Note.**—Section 22, ch. 2022-97, provides that "[t]he additional uses of surtax proceeds authorized by the amendments made by this act to s. 212.055(6)(c), Florida Statutes, may apply to a surtax in effect on the date this act becomes a law only to the extent such use was authorized in the original referendum adopting the surtax or is authorized pursuant to a subsequent resolution conditioned to take effect only upon approval of a majority vote of the electors of the county voting in a referendum."

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General Discussion of County Home Rule

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Article VIII, section 1(a) of the Florida Constitution provides that the State shall be divided by law into political subdivisions called "counties" and further authorizes the creation, abolition or change of counties by law.

However, Article VIII, sections 1(c)-(g) *invite consideration of alternatives* to the structure, powers and duties established by law for non-charter counties through the creation of charter counties. The below is a short summary comparing the powers of non-charter versus charter counties. It is not intended to be comprehensive.

1. Creation and Powers of Non-charter Counties

Article VIII, 1(f) – Non-charter counties have "such powers of self-government as is provided by general or special law." The Constitution further limits the extent of any such powers, to exclude the power to enforce county ordinances within municipal boundaries where there is a conflicting, authorized municipal ordinance.

a. Unless the Legislature adopts a law giving authority to a county, the county has no authority. Although the Constitution provides for a Board of County Commissioners and five constitutional officers in each county, neither the Board nor the constitutional officers have any duties or powers unless the Legislature adopts a law conferring powers and creating duties. (Exception: the clerk of circuit court has certain responsibilities to the court system, created under Article V.)

   - Without such authority from the Legislature, non-charter counties are powerless.

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- Nothing in the Constitution requires the Legislature to adopt the current statute conferring power on noncharter counties, and nothing prevents the Legislature from limiting or repealing it at any time.

2. Creation of charter counties

Article VIII, 1(c) - Charter counties established pursuant to "general or special law" and the Charter shall be adopted, amended or repealed ***only*** upon vote of the county electors.

a. General law.

   - Chapter 125.64, FS, authorizing the appointment of a charter (study) commission to propose a charter for consideration of electorate.

   - Chapter 125.70, FS, authorizing proposal by the BCC of an optional form of county charter for consideration of electorate.

b. Special law. Charters may be proposed for the consideration of the electorate by local law or "special act" of the Legislature. Pinellas and Volusia County's charters originated via special acts of the Legislature.

3. Powers of charter counties

Article VIII, 1(g) - Counties operating under a charter have "all powers of local self-government not inconsistent with general law, or with special law approved by the voters." Home rule power of a charter county is not dependent on legislative authorization and flows directly from the Constitution, with four limitations:

a. Conflict with the Constitution. Charters may not supersede provisions of the Florida Constitution.

b. Conflict with general law. The Legislature addresses subjects important to the State

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through general laws. County ordinances are superseded by general laws to the extent of a conflict. There is no specific statutory definition of what a "conflict" is. General examples:

- Subjects expressly prohibited or pre-empted by the Constitution or general law, or
- Subjects pre-empted to a charter county.

c. Conflict with special laws. Most special laws or acts that apply only to a single county are only effective in a charter county if approved/confirmed by the electors of the charter county.

d. Charter provisions for conflict with municipal ordinances. The charter must provide which ordinances prevail in the event of a conflict between a county ordinance and a city ordinance on most standards or policies. Also, a “dual referenda” may be required if a power or function relating to a program or the delivery of a particular service (e.g. fire, police, etc.) is transferred, although two governments may contract with each other for temporary transfers of services without invoking dual vote requirement.

4. Structure of noncharter county government.

a. Legislative body. A noncharter government is governed by a board of county commissioners of five or seven members, serving staggered terms of four years, with one commissioner residing in each district as provided by law.

b. County officers. Constitution specifies the election in each county, for a four-year term, five enumerated county officers, although county commissioners and school board members are also included within the definition of “county offices" for some purposes. The Constitution does not specify any duties for the county officers but the Legislature has provided by general law for their powers and duties. Partial exception in Constitution: The clerk of the circuit court is the ex officio clerk of the board of county commissioners, auditor, recorder and custodian of all county funds.

c. Executive. The Constitution does not specify the head of the executive branch of a

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noncharter county government. General law distributes executive/administrative authority among the BCC and the county "constitutional" officers. However, 125.70, FS, authorize noncharter counties to adopt an ordinance providing for the employment of a professional county administrator to administer those departments of the county government over which the BCC has control.

5. Structure of charter county government.

The Constitution allows (but does not require) a charter county to provide for a different governmental structure so long as the duties otherwise devolving upon county governments under the general laws of the state are all assigned to a responsible office in the charter county. Thus the structure of the charter county government may be different from what is contemplated by the Legislature in general law but the powers of the resulting government may not conflict with general law(s), whatever those laws may be from time to time.

a. Legislative body. Charter counties may provide for a form of the legislative body different from the traditional BCC. Some examples:

   - Term lengths
   - Term limits
   - Number of Commissioners
   - At-large, single-member or mixed districting schemes
   - Non-partisan elections
   - Sharing legislative power directly with the electorate through a process for ordinance proposal/adoption process by petition.

b. County officers. Five county officers may be chosen in another manner (e.g. non-partisan election, subject recall, etc.) as specified in a charter. County constitutional

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Paragraph (b) is outdated. See endnote below.

office may not be abolished by a charter unless the charter specifies another office to which the duties of the abolished office are to be transferred. [*See* endnote below.]

c. Executive. Charters may reallocate some or all of the executive powers of the BCC to an executive, whether an employed professional executive/manager or an elected "strong mayor" executive.

d. Intergovernmental issues. Ordinances of a noncharter county can be effective within a municipality only if there is no conflict. However, the ordinances of a charter county may set uniform standards countywide, if the charter so provides. Most charters which specify pre-emptive legislative authority to the BCC have limited those powers to specific subject matter.

6. Additional powers. Statutes and case law have provided for a limited number of other special powers for charter counties. Examples:

a. The BCC is subject to recall as provided in state law

b. BCC and local Legislative Delegation may place charter amendments on ballot

c. County enjoys increased insulation from unwanted special acts

d. BCC has power to levy utility tax in unincorporated area, unless prohibited by the charter

e. New municipal CRAs must receive BCC approval

ENDNOTE: Florida's voters approved Amendment 10 to the Florida Constitution on November 6, 2018. Among other things, Amendment 10 eliminated the ability of county electors to approve changes to the duties of the County Officers or alter the way in which they are elected via a county charter. As of August 1, 2019, a challenge to Amendment 10 remained in court. The challenge concerns whether the Amendment is effective prospectively or also operates retroactively, thus negating all provisions of those county charters that concern county officers.

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CHARTER GOVERNMENT 101

Monroe County Commission

September 20, 2023

What is a County Charter?

- A County “Constitution” approved by the voters.
- The document which sets forth the structure of county government and whatever limitations on county government which the voters have elected to impose.
- Vests County Commission with authority to act directly from the Florida Constitution as opposed to via legislative authorization through F.S. 125.01.

Constitutional Difference vs. Practical Difference

- Art. VIII, §1(f) Non-charter government. Counties not operating under county charters ***shall have such power of self-government as is provided by general or special law***. The board . . . may enact . . . ordinances not inconsistent with general *or special law.*

- Art. VIII, §1(g) Charter government. Counties operating under county charters ***shall have all powers of local self-government not inconsistent with general law***, or with special law approved by vote of the electors. The [BOCC] . . . may enact . . . ordinances not inconsistent with general law.

- Current version of F.S. 125.01 is construed so broadly that there is little practical difference between activities charter and non-charter counties can engage in, ***aside from taxation and government structure***. Although, the Legislature can amend statute.

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Compare Constitutional Language

"Thus, charter counties and non-charter counties apparently start from different poles in their relationships with legislative enactments. Both could, conceivably, be the same depending on the legislation adopted."

~Talbot "Sandy" D'Alemberte, Official Commentary to the 1968 Constitutional Revisions (see Fla. Stat. Annot.)

Take-Away from These Slides

- Home rule power of a charter county is implemented directly from the Florida Constitution…the People of Florida.

- Home rule power of a non-charter county is authorized by the Florida Constitution but is implemented by the Florida Legislature.

What can Charter Counties do differently?

- Restructure the form of county government away from default version to one determined locally.
- Eligible to levy additional types of taxes
  - Charter County Transportation Surtax – referendum required
  - Municipal Utilities Tax (aka Public Services Tax) – F.S. 166.231
- Recall of County Commissioners
- County ordinances could preempt municipal ordinances
- Requires referendum to approve Special Acts passed by the Legislature

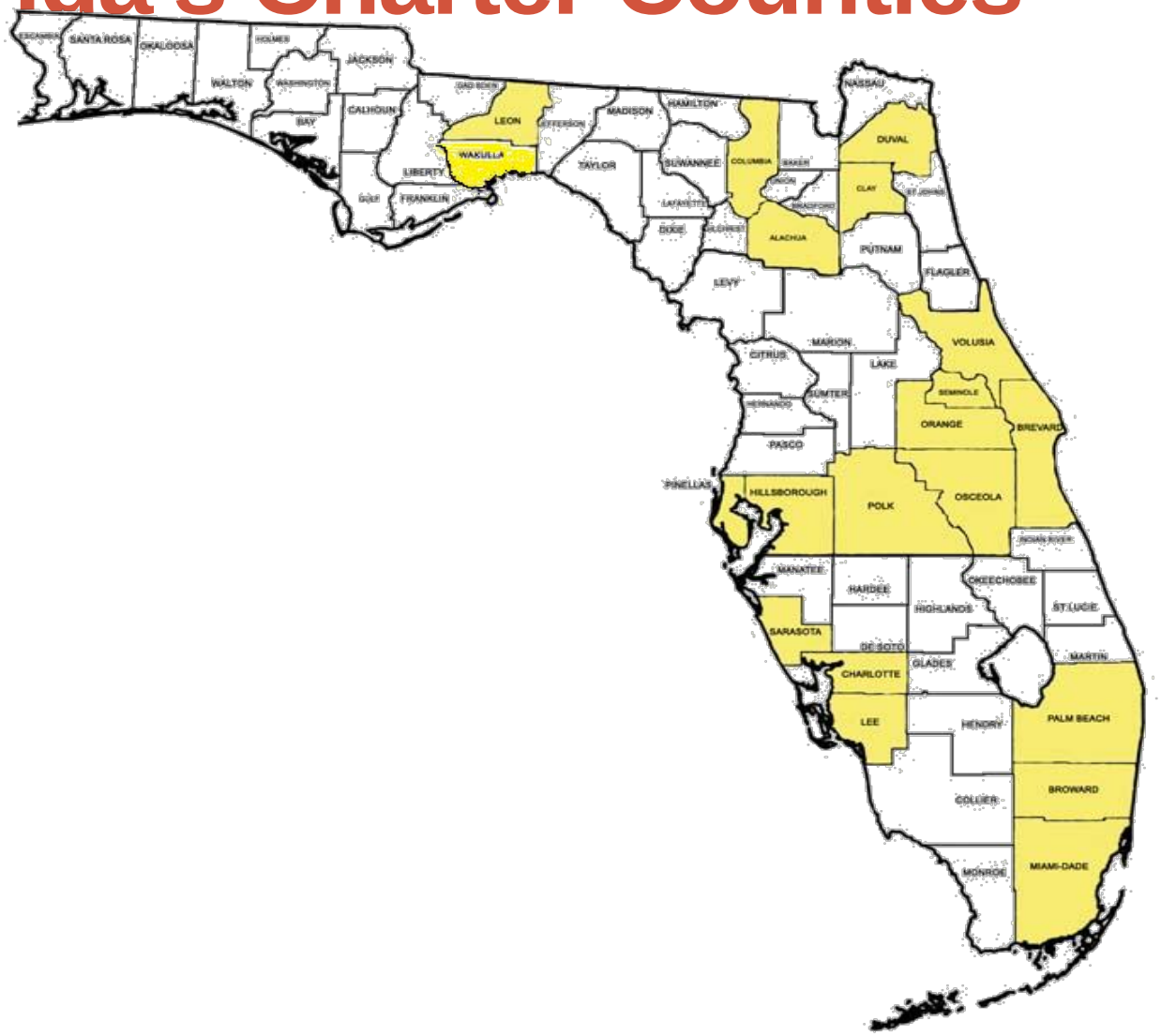
Which Counties have Charters?

- Alachua
- Brevard
- Broward
- Charlotte
- Clay
- Columbia
- Duval
- Hillsborough
- Lee
- Leon
- Miami-Dade
- Orange
- Osceola
- Palm Beach
- Pinellas
- Polk
- Sarasota
- Seminole
- Volusia
- Wakulla

Dates of Formation

Year	County	Year	County
1957	Miami-Dade	1987	Orange
1968	Duval	1989	Seminole
1971	Sarasota	1991	Clay
1971	Volusia	1992	Osceola
1975	Broward	1994	Brevard
1980	Pinellas	1996	Lee
1983	Hillsborough	1998	Polk
1985	Palm Beach	2002	Columbia
1986	Charlotte	2002	Leon
1987	Alachua	2008	Wakulla

Florida's Charter Counties



Options for Proposing County Charter

- County Commission proposes via ordinance
- Charter Commission proposes charter to BOCC
  - Appointed by BOCC
  - Appointed by Legislative Delegation
  - Citizen Petition
- Special Legislative Act proposes charter commission:
  - Consolidation of the County & Key West, possibly all 5 cities
  - Monroe eligible under 1885 Constitution for consolidation with KW
- **All forms require voter approval via referendum**

Charter Formation

Special Act	Ordinance	Charter Commission
Duval	Alachua	Brevard
Pinellas	Hillsborough	Broward
Volusia	Lee	Charlotte
	Leon	Clay
	Orange	Columbia
	Osceola	Miami-Dade
	Palm Beach	Polk
	Seminole	Sarasota
	Wakulla	

Comparing the 2 realistic options

County Commission

- Simpler, less formal
- No operational review
- BOCC drafts charter
- BOCC has discretion when to schedule referendum
  - Could be held at regularly scheduled election

Charter Commission

- Formal process & rules
- Operational review required
- Panel drafts charter
- Special election required within 45-90 days after Charter Commission submits to BOCC
  - Could require special election which costs @ $165,000 & low turnout

Drafting the Charter

County Commission
F.S. 125.80 – 125.88

- BOCC drafts via ordinance
- Citizen input through normal public hearing process
- Option to appoint an advisory panel to help
- No time limits
- No review process required
- BOCC has discretion when to schedule referendum

Charter Commission
F.S. 125.60 – 125.64

- Charter Commission drafts
- Panel of 11, 13, or 15
  - No Commissioners or Legislators
  - Volunteers but expenses paid
  - Appointed by BOCC or by Legislative Delegation
- May employ staff & experts
- May lease or buy equipment
- **MUST** conduct *thorough* study of county government
- 18 months to complete task
- **MUST** hold public hearings
- BOCC **MUST** schedule referendum within 45-90 days of presentation

Monroe County's Process

- BOCC initiated effort
- BOCC will consider an ordinance proposing charter
- Public will have input through:
  - **Public hearing process required for all ordinances**
  - Citizens Advisory Board? TBD
  - BOCC Workshop Session? TBD
- **Target date for referendum on charter is 11/5/2024**
  - General Election – all voters eligible to vote, regardless of party
  - Historically, largest turnout on presidential elections

Restructure County Government

- Determine form of government including legislative and executive functions
- Defines method of electing County Commissioners
- Impose conditions and terms limits on Commissioners
- Could authorize citizen initiatives to amend charter & code

Method of Electing County Commissioners

- District types
  - At-large districts voted by entire county
  - Single member districts voted only by district residents
  - Mixture of districts and at large

- Number of Districts
  - Charter can set number of Commissioners
  - Charter Counties have 5, 7, 9, 13, and 19 member Commissions

- **BOCC has directed me to make as few changes to County operations as possible so draft charter will propose retaining current structure.**

Conditions & Limitations on Office Holders

- A charter can impose conditions and limitations on officer holders in addition to those imposed by Constitution
  - Term limits
  - Salaries other than those set forth in statutory formulas
  - Maybe more
    - Campaign finance limits??
    - Professional qualifications??

Form of Government: 3 Choices

- **County Executive Form**
  - Elected BOCC serves as Legislature
  - Elected County Executive has veto power & executive duties

- **County Manager Form – Closest to Monroe's current form so draft charter will include this as suggested form.**
  - Elected BOCC serves as Legislature
  - Appointed County Manager shall exercise executive duties assigned in charter vs. by the BOCC

- **County Chair-Administrator Plan**
  - Elected BOCC
  - County Mayor elected directly and only votes to break ties
  - County Mayor appoints County Manager
  - County Mayor exercises executive power along with Manager
  - County Mayor could have veto power

Additional Taxing Options

- **Charter County Transportation System Surtax per F.S. 212.055**
  - Up to 1% sales tax
  - Countywide bus system and/or rail systems
  - Road and bridge construction, operation, and maintenance

- **Municipal Utility Tax per F.S. 166.231**
  - A charter county "may levy a tax on the purchase of electricity, metered natural gas, liquefied gas either metered or bottled, manufactured gas either metered or bottled, and water service."

- **Charter counties** are treated like **municipalities** with respect to the **ability to levy taxes**.

Constitutionals Remain Independent

- Currently 5 County Constitutional Officers who draw their authority directly from Constitution, not from BOCC
  - Clerk, Property Appraiser, Sheriff, Supervisor of Elections, Tax Collector

- In 2018, voters approved Amendment X which amended Art. VIII, Section 1(d) of the Florida Constitution to say:

"a county charter ***may not*** ***abolish*** the office of a sheriff, a tax collector, a property appraiser, a supervisor of elections, or a clerk of the circuit court; ***transfer the duties*** of those officers to another officer or office; ***change the length*** of the four-year term of office; or ***establish any manner of selection*** other than by election by the electors of the county."

Recall of County Commissioners

- **F.S. 100.361 establishes mandatory recall process for Commissioners:**
  - Petitions must be signed by 5% of electorate as of last election
  - 30 days to garner signatures on petitions and submit
  - Officer holder can submit a defensive statement
  - Document entitled “Recall Petition and Defense” printed (2nd petition)
  - Recall organizers have 60 days to get 15% of electorate to sign 2nd petition
  - Supervisor of Elections verifies signatures for both petitions
  - Chief Judge sets election date between 35 to 65 days after SOE gives notice to official that 15% of electorate’s signatures on 2nd petition verified.

Exclusive Grounds for Recall

- Malfeasance
- Misfeasance
- Neglect of duty
- Drunkenness
- Incompetence (unclear if statute means mental or performance)
- Permanent inability to perform duties
- Felony conviction involving moral turpitude (broadly defined in other contexts to mean crimes constituting one’s duties in dealings with members of society)

More about Recalls

- Historically, Charter Counties have seen few recalls.
  - Threat of a recall often viewed as sufficient enough to motivate a more responsive commission.

- Miami-Dade County can have different rules
  - Miami-Dade's Charter precedes 1968 Constitution so Courts have held that Miami-Dade's recall process can differ from the statute.

- Want to know more about how a recall effort works? Watch the process currently playing out in Islamorada.

Citizen Initiative and Binding Referenda

- In non-charter county, all legislative power vested in County Commission except where a statute mandates a vote of the electorate through a binding referendum.

- County Charter can:
  - Provide for process where citizens can initiate changes to charter and/or county code through petition process
    - Bypassing County Commission
  - Require voter approval on certain topics via binding referendum
  - Subject matter of initiative may be limited by the Charter
  - County Charter must establish the process

- **BOCC has given no direction on this yet**.

Pre-emption of Municipal Ordinances

- Non-charter counties can pass an ordinance on most subjects with county-wide application but municipalities can opt out.

- County Charter can opt to make County ordinances:
  - Superior to all municipal ordinances
  - Inferior to all municipal ordinances (default)
  - Superior on only certain subject matters

- **BOCC directed staff to draft charter that retains municipal authority to opt out of County Ordinances – retain *status quo*.**

So why is the BOCC proposing a charter?

- To be able to raise fund for road improvements & transportation programs via Charter County Transportation Surtax @ 2/3 paid for by tourists.
  - Aging Bridges
  - Sunny day tidal flooding
  - Reduce traffic on U.S. 1
- Tried & failed to convince Legislature to:
  - amend transportation tax to open it non-charter counties.
  - create a new type of tax related to sustainability efforts
- Explored partnering with the South Florida Regional Transit Authority (TriRail) but
  - annual contribution of at least $4.5 million
  - Place transit decisions in hands of board of mainlanders.

So why is the BOCC proposing a charter?

- To be able to raise & leverage funds for road improvements & transportation programs via Charter County Transportation Tax
  - Repair & maintain 40+ County bridges
  - Road elevation projects to address flooding
  - Transit program to reduce traffic on U.S. 1
- 1 cent Infrastructure sales tax, @ 2/3 paid for by tourists
- State estimate for FY 23-24, $60 million Countywide

F.S. 212.055(1)(a) & (b) – Tax & Rate

(a) **Each charter county that has adopted a charter**, each county the government of which is consolidated with that of one or more municipalities, and each county that is within or under an interlocal agreement with a regional transportation or transit authority created under chapter 343 or chapter 349 may levy a discretionary sales surtax, **subject to approval by a majority vote of the electorate** of the county **or by a charter amendment approved by a majority vote of the electorate of the county**.

(b) The rate shall be up to 1 percent.

F.S. 212.055(1)(c) – how adopted

- (c) 1. The proposal to adopt a discretionary sales surtax as provided in this subsection and to create a trust fund within the county accounts shall be placed on the ballot in accordance with law and **must be approved in a referendum held at a general election** in accordance with subsection (10).

- 2. If the proposal to adopt a surtax is by ***initiative*** . . . not applicable because **BOCC plans to propose at general election in November 2026 if charter passes.**

F.S. 212.055(1)(d)1.a. - Uses

- (d) 1. Except as set forth in subparagraph 2., proceeds from the surtax shall be applied to as many or as few of the uses enumerated below in whatever combination the county commission deems appropriate:

- a. Deposited by the county in the trust fund and shall be used for the purposes of development, construction, equipment, maintenance, operation, supportive services, including a countywide bus system, on-demand transportation services, and related costs of a fixed guideway rapid transit system;

F.S. 212.055(1)(d)1.b. – RTA uses

- b. Remitted by the governing body of the county **to an expressway, transit, or transportation authority created by law to be used, at the discretion of such authority**, for the development, construction, operation, or maintenance of roads or bridges in the county, for the operation and maintenance of a bus system, for the operation and maintenance of on-demand transportation services, for the payment of principal and interest on existing bonds issued for the construction of such roads or bridges, and, upon approval by the county commission, such proceeds may be pledged for bonds issued to refinance existing bonds or new bonds issued for the construction of such roads or bridges; and

- not applicable

F.S. 212.055(1)(d)1.c. 1st sentence Approved Uses by County

- ***Used by the county for***

  - the planning, development, construction, operation, and maintenance of ***roads and bridges*** in the county;

  - for the planning, development, expansion, operation, and maintenance of ***bus and fixed guideway systems***;

  - for the planning, development, construction, expansion, operation, and maintenance of ***on-demand transportation services***; and

  - for the **payment of principal and interest on bonds issued** for the construction of fixed guideway rapid transit systems, bus systems, roads, or bridges; and such proceeds may be pledged by the governing body of the county for bonds issued to refinance existing bonds or new bonds issued for the construction of such fixed guideway rapid transit systems, bus systems, roads, or bridges.

F.S. 212.055(1)(d)1.c. 2nd & 3rd sentences – Share with Municipalities

- Pursuant to an interlocal agreement entered into pursuant to chapter 163, the governing body of the county ***may*** **distribute proceeds from the tax to a municipality**, or an expressway or transportation authority created by law to be expended for the purpose authorized by this paragraph.
- Any county that has entered into interlocal agreements for distribution of proceeds to one or more municipalities in the county **shall revise such interlocal agreements no less than every 5 years** in order to include any municipalities that have been created since the prior interlocal agreements were executed.

F.S. 212.055(1)(d)2.
Applies to Miami-Dade County Only

- 2. a. To the extent not prohibited by contracts or bond covenants in effect on that date, **a county as defined in s. 125.011(1)** shall use proceeds from the surtax only for the following purposes:
- (I) The planning, design, engineering, or construction of fixed guideway rapid transit systems, rail systems, and bus systems, including bus rapid transit systems, and for the development of dedicated facilities for autonomous vehicles as defined in s. 316.003.
- (II) The acquisition of rights-of-way for fixed guideway rapid transit systems, rail systems, and bus systems, including bus rapid transit systems, and for the development of dedicated facilities for autonomous vehicles as defined in s. 316.003.
- (III) The purchase of buses or other capital costs for bus systems, including bus rapid transit systems.
- (IV) The payment of principal and interest on bonds previously issued related to fixed guideway rapid transit systems, rail systems, or bus systems.
- (V) As security by the governing body of the county to refinance existing bonds or to issue new bonds for the planning, design, engineering, or construction of fixed guideway rapid transit systems, rail systems, bus rapid transit systems, or bus systems.
- (VI) For the operation and maintenance of fixed guideway rapid transit systems and bus routes or extensions thereof, including bus rapid transit systems, which were implemented or constructed subsequent to the passage of the surtax, and for operation and maintenance of services authorized by electors in passing the surtax or included in the ordinance authorizing the levy of the surtax subject to the electorate's approval.
- b. To the extent not prohibited by contracts or bond covenants in effect on October 1, 2022, no more than 25 percent of the surtax proceeds may be distributed to municipalities in total in a county as defined in s. 125.011(1). Such municipalities may use the surtax proceeds to plan, develop, construct, operate, and maintain roads and bridges in the municipality and to pay the principal and interest on bonds issued to construct roads or bridges. The governing body of the municipality may pledge the proceeds for bonds issued to refinance existing bonds or new bonds issued to construct such roads or bridges. Additionally, each such municipality may use surtax proceeds for transit systems within the municipality.

"County" as defined in F.S. 125.011(1) = Miami Dade *ONLY*

F.S. 125.011. As used in ss. 125.011-125.019:

(1) **"County"** means any county **operating under a home rule charter adopted pursuant to ss. 10, 11, and 24, Art. VIII of the State Constitution of 1885, as preserved by Art. VIII, s. 6(e) of the State Constitution**, which county, by resolution of its board of county commissioners, elects to exercise the powers herein conferred.

10 – Monroe County (non-charter County)

11 – Miami Dade County – charter predates 1968 Const. so adopted under 1885 Const.

24 – Hillsborough County (Charter adopted under 1968 Const.)

"Dade, Hillsborough, and Monroe Counties potentially meet this definition, but only Dade County has adopted a home-rule charter [under the 1885 Constitution]." *Golden Nugget Group v. Metropolitan Dade County*, 464 So.2d 535 (Fla. 1985).

F.S. 212.055(1)(e) & (f)

- (e) As used in this subsection, the term "**on-demand transportation services" means** transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

- (f) Any discretionary sales surtax levied under this subsection pursuant to a referendum held on or after July 1, 2020, **may not be levied for more than 30 years**.

F.S. 212.055(11) – Performance Audit

(a) To adopt a discretionary sales surtax under this section, an independent certified public accountant licensed pursuant to chapter 473 shall conduct a performance audit of the program associated with the proposed surtax.

(b) 1. **At least 180 days before the referendum is held**, the county or school district shall provide a copy of the **final resolution or ordinance to the Office of Program Policy Analysis and Government Accountability**.

2. Within 60 days after receiving the final resolution or ordinance, the Office of Program Policy Analysis and Government Accountability shall procure the certified public accountant and may use carryforward funds to pay for the services of the certified public accountant.

3. At least 60 days before the referendum is held, the performance audit must be completed and the audit report, including any findings, recommendations, or other accompanying documents, must be made available on the official website of the county or school district.

4. The county or school district shall keep the information on its website for 2 years from the date it was posted.

5. The failure to comply with the requirements under subparagraph 1. or subparagraph 3. renders any referendum held to adopt a discretionary sales surtax void.

(c) For purposes of this subsection, the term “performance audit” means an examination of the program conducted according to applicable government auditing standards or auditing and evaluation standards of other appropriate authoritative bodies. At a minimum, a performance audit must include an examination of issues related to the following:

- 1. The economy, efficiency, or effectiveness of the program.
- 2. The structure or design of the program to accomplish its goals and objectives.
- 3. Alternative methods of providing program services or products.
- 4. Goals, objectives, and performance measures used by the program to monitor and report program accomplishments.
- 5. The accuracy or adequacy of public documents, reports, and requests prepared by the county or school district which relate to the program.
- 6. Compliance of the program with appropriate policies, rules, and laws.

(d) This subsection does not apply to a referendum held to adopt the same discretionary surtax that was in place during the month of December immediately before the date of the referendum.

Transportation Surtax Timeline

- Presumes 50% +1 of the voters approve charter 11/5/24.
- Referendum on transportation surtax 11/3/26 at earliest.
- No later than 180 days prior to election (5/6/26), BOCC submits ordinance proposing tax to Office of Program Policy Analysis and Government Accountability (OPPAGA)
- OPPAGA audit must be completed 60 days prior to 11/3/26 general election (9/4/26) and posted on County's website.

Alternatives to Transportation Surtax

- Find the money elsewhere
  - Grants – usually require a local match
  - Property Taxes
  - MSBU - Non ad valorem assessments – fix amount like solid waste
  - MSTU - additional tax paid by benefited neighborhood

- Scale back or don’t do projects
  - Traffic congestion continues
  - Some roads continue to get flooded
  - County bridges get repaired & upgrade through other funding sources, leaving less funds for other road projects.

Citizen Questions

- Q. **Can a charter county change how taxes are currently earmarked? Decide how any new or existing taxes are used?**

- A. It depends on the tax at issue since the rules may differ based upon that specific tax.

  - For example, the Florida Supreme Court struck down Hillsborough County's Charter County Transportation Surtax because the charter provision limited how that tax money could be spent in a way that was narrower than the uses specified in the statute.
    - That statute specifically vests discretion in the BOCC to decide how those tax proceeds are spent on a yearly basis, provided that the expenditures fall within the categories authorized by statute.

Citizen Questions

- Q. Single district voting is allowed in a charter government. If such a provision is not included in the original charter, what would have to happen to allow it later?

- A. That can happen two different ways.
  - A charter amendment would be one way.
  - Statutory process in F.S. 124.011
    - Citizen petition with 10% of registered voters
    - Earliest primary, general or otherwise called special election

Citizen Questions

- Q. Can the county seat be changed under a charter?
  - If so, how?

- A. No & Yes. No, it can't be changed via the charter but it could still be changed under the statutory process set forth in chapter 138 of Florida Statutes. That chapter does not distinguish between charter and non-charter counties.
  - Petition to BOCC submitted by 1/3 of qualified electors
  - Archaic deadlines in statute don't account for vote by mail deadlines
  - If 3+ cities as choices, possibility of run off if no city gets 50%

- A charter provision that spells out a different process would be an example of one that is "inconsistent with general law."

Citizen Questions

- Q. Can a county charter require partisan elections for County officers, because some current charters do but others do not?

- A. No for County Constitutional Officers.
  - *Clerk, Property Appraiser, Sheriff, Supervisor of Elections & Tax Collector*
  - Amendment X & *Orange County v. Singh,* 268 So.3d 668 (Fla. 2019).

- Need to research this further for County Commissioners. Answer may be different since they would be “charter officers” under the charter, not constitutional officers. Old AGO agrees but it was issued pre-Singh decision.

Citizen Questions

- Q. May a county charter require a candidate for office reside in the County or BOCC district for at least 6 months prior to the qualifying date?

- A. No.
  - The Florida Supreme Court struck such a provision in Broward County's Charter for BOCC candidates. *Brinkmann v. Francois,* 184 So.2d 504 (Fla. 2016).
    - State law says must be resident at the time person takes office.
  - For the 5 Constitutional Officers can't be due to Amendment X.

Questions?



COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: S1
2023-1701

BULK ITEM: No

DEPARTMENT: Parks and Beaches

TIME APPROXIMATE:

STAFF CONTACT: Suzi Rubio

AGENDA ITEM WORDING: A Public Hearing to consider an Ordinance amending Monroe County Parks and Beaches Summer Camp Ordinance No. 007-2023, changing all summer camp references to School Break Camp Program. Also, expanding days of camp offerings to include all designated Monroe County School District breaks and allowing daily fees to be charged as well as weekly fees.

ITEM BACKGROUND:
A main goal of the Parks & Beaches department is to provide high quality recreation programs at low cost throughout the Keys community. Staff created a summer camp program in early 2023. Staff has identified a need to expand programs for children and youth in the community beyond summer breaks and to include other Monroe County School District breaks.

The ordinance currently limits the department offering camps during the summer school break. Staff proposes an ordinance change reflecting the expansion to Monroe County School District designated breaks other than summer vacation time. Staff is also proposing allowing daily fees to be charged along with the weekly fees.

PREVIOUS RELEVANT BOCC ACTION:
6/21/23: MC BOCC held a public hearing and approved the ordinance amending Chapter 18, Parks and Recreation, of the Monroe County Code, to allow a broader age group to attend the summer camp program.
5/17/23: MC BOCC held a public hearing and approved the ordinance amending Chapter 18, Parks and Recreation, of the Monroe County Code, to create a Monroe County Summer Camp program; and allow fees to be charged for summer camp recreational services.
4/19/23: MC BOCC granted approval to advertise a Public Hearing to consider adoption of an Ordinance regarding Monroe County Parks and Beaches Summer Camp Program.

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Business Impact Estimate
Proposed School Break Camp Ordinance

FINANCIAL IMPACT:
A Business Impact Statement has been submitted.

Expiration Date: N/A Total Dollar
Value of Contract: N/A
Total Cost to County: Cost to advertise
Current Year Portion:
Budgeted: N/A
Source of Funds:
CPI:
Indirect Costs:
Estimated Ongoing Costs Not Included in above dollar amounts:
Revenue Producing: If yes, amount:
Grant: N/A
County Match: N/A
Insurance Required: Insurance is not required to advertise but will be required for the actual programming.
Additional Details:

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: 11/08/2023

Proposed Ordinance Title/Reference: Monroe County School Break Program

The Proposed Ordinance ☐ does ☒ does not fall under one of the following enumerated exceptions:[2]

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the county government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

The proposed ordinance amends MCC Sec. 18-7 in order to expand Monroe County's current summer program to include all Monroe County School District breaks. The School Break programs would be available to youth residing within Monroe County. Currently, the ordinance allows for A Summer Camp which operates during the months of June, July, and August. The cost is $100.00 per child per week with the cost of each additional sibling being $50.00 per child.

The proposed ordinance amendment would allow for Monroe County Parks and Beaches to expand from only offering summer camps to allow school break programming during school breaks as designated by Monroe County School District. This will allow Monroe County Parks and Beaches to provide more recreational opportunities to youth within the county.

Additionally, based on the needs of the community the proposed ordinance amendment would allow for the County to collect a single day drop-in fee for all eligible participants who do not wish to attend for the entire week. The day drop-in fee would be $20.00 per child and each additional sibling shall be $10.00 per day.

[1] Business impact statement must be posted on the county's website no later than the date the notice of proposed enactment is published.

[2] F.S. 125.66(3)(c)(2023)

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs: The collection of a per day drop-in fee and additional school break camps is not intended to impact any businesses in Monroe County.

b. New Charges/Fees on Businesses Impacted: The charges/fees are not intended to impact any businesses in Monroe County.

c. Estimate of Regulatory Costs: It is estimated this increase in the number of camps offered each year will add an additional $9,600.00 in annual recreation revenue.

Good Faith Estimate of Number of Businesses Likely Impacted: Monroe County staff estimates that the number of businesses likely impacted by this ordinance is none.

Any Additional Information:

ORDINANCE_____- 2023

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AMENDING SECTION 18-7 OF THE MONROE COUNTY CODE TO CREATE A MONROE COUNTY PARKS AND BEACHES SCHOOL BREAK CAMP PROGRAM; AND ALLOW FEES TO BE CHARGED FOR SCHOOL BREAK CAMP RECREATIONAL SERVICES; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCES INCONSISTENT HEREWITH; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under F.S. 125.01(1)(f), the Board of County Commissioners (BOCC) for Monroe County is granted the authority, among others, to provide parks, playgrounds and recreation areas; and

WHEREAS, the BOCC finds that public parks and recreation areas provide sites where the families and citizens of Monroe County can benefit from and engage in healthy recreational activities; and

WHEREAS, BOCC finds that the creation of programming at the County's parks and recreation are in the best interests of the citizens of Monroe County; and

WHEREAS, under F.S. 125.74(1)(g), the County Administrator has the authority to supervise the care and custody of all County property; and

WHEREAS, the County recognizes the importance of providing safe and fun school break activities for children and youth; and

WHEREAS, the County has identified a need for school break camp programing that offers a variety of educational and recreational activities for children and youth in the community; and

WHEREAS, the County desires to expand its camp programming from only summer camp to allow school break programming during school breaks as designated by the Monroe County School District; and

WHEREAS, based on the needs of the community, the County desires to clarify that a single day drop-in fee is allowed for those eligible participants who do not wish to attend the school break programming for an entire week; and

WHEREAS, the County is committed to promoting healthy lifestyles and fostering positive relationships among children and youth in the community.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, THAT THE MONROE COUNTY CODE OF ORDINANCES IS HEREBY AMENDED AS FOLLOWS:

[Proposed text changes are presented with underline to indicate additions and ~~strikethrough~~ to indicate deletions]

SECTION 1: The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2: ARTICLE I. IN GENERAL shall be amended as follows by creating an additional separate section titled "Monroe County ~~Summer~~ School Break Camp Program" to include the following language as Sec. 18-7:

Sec. 18-7. – Monroe County ~~Summer~~ School Break Camp Program

(a) *Definitions*. The following words, terms, and phrases, when used in this Section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

"~~Summer Camp~~ School Break Camp" ~~referred~~ refers to the Monroe County ~~Summer~~ School Break Camp Program hosted by the County that offers a variety of education and recreational activities for children and youth during designated Monroe County School District breaks. ~~summer months.~~

"Participant" refers to any eligible child or youth enrolled in ~~Summer~~ School Break Camp and, where applicable, parent or guardian of the child or youth.

"Staff" refers to the individuals who are employed by the county to operate and supervise the ~~Summer~~ School Break Camp program.

(b) *Establishment of* ~~Summer~~ School Break *Camp.* The County Administrator or his Designee shall establish and operate a ~~Summer~~ School Break Camp program for children and youth in the community.

(1) The ~~Summer~~ School Break Camp shall be open to children and youth between the ages of six (6) and seventeen (17) who reside within the unincorporated areas of Monroe County.

(2) The ~~Summer~~ School Break Camp ~~shall~~ may operate during school breaks ~~as~~ designated by the Monroe County School District. ~~the months of June, July and August.~~

(3) The ~~Summer~~ School Break Camp may be operated at more than one location. The location of the ~~Summer~~ School Break camp location(s) shall be at the discretion of the County Administrator or his Designee.

(4) The ~~Summer~~ School Break Camp Program shall be designed to provide participants with a variety of educational and recreational activities, including but not limited to sports, arts and crafts, nature exploration, team building exercises, and cultural experiences.

(c) *Enrollment.*

(1) Enrollment in the ~~Summer~~ School Break Camp program shall be open to all eligible participants on a first-come, first-served basis.

(2) The County shall reserve the right to limit the number of participants in the ~~Summer~~ School Break camp program.

(3) Enrollment shall be conducted through ~~an online~~ a registration system, and participants shall be required to submit a completed registration form and waiver to participate in the ~~Summer~~ School Break Camp.

(4) The County may provide scholarship opportunities for eligible low-income families who may not otherwise be able to afford the cost of ~~Summer~~ School Break Camp at the discretion of County Administrator or his Designee.

(d) *Fees and Expenses.*

(1) The County shall establish fees for participation in the ~~Summer~~ School Break Camp program, which shall be reasonable and shall cover the cost of materials, supplies, and staffing.

(2) Weekly camp fee will be $100.00 per child.

i. Each additional sibling shall be $50.00 per child per week.
ii. Daily Camp fees will be $20.00 per child.
iii. Each additional sibling shall be $10.00 per day.

(3) ~~Summer~~ School Break Camp weekly fees are offered at a fifty percent reduced rate for children who qualify for reduced school meals within the Monroe County School District.

(4) ~~Summer~~ School Break Camp weekly fees are offered at a fifty percent reduced rate for children of Monroe County BOCC employees.

(5) The County shall establish a budget for the ~~Summer~~ School Break Camp program, which shall include the cost of materials, supplies, staffing and any other expenses necessary for the operation of the program.

(e) *Staffing.*

(1) The County shall hire and train qualified staff to operate the ~~Summer~~ School Break Camp program.

(2) Staff shall be responsible for planning and implementing the educational and recreational activities, ensuring the safety and well-being of participants, and communicating with parents and guardians.

(3) All Staff shall undergo a Level 2 background check as defined in 435.04, Florida Statutes, prior to the start of employment with the ~~Summer~~ School Break Camp program.

(f) *Health and Safety.*

(1) The County shall establish policies and procedures to ensure the health and safety of participants in the ~~Summer~~ School Break Camp program.

(2) Participants shall be required to submit a completed medical form prior to the start of the ~~Summer~~ School Break Camp program.

(3) The County shall establish protocols for emergency situations, including but not limited to first aid, severe weather, and evacuation.

(g) *Liability and Insurance.*

(1) Participants and their parents or guardians shall be required to sign a waiver of liability prior to the start of the ~~Summer~~ School Break Camp program.

(2) Additional permissions from parents or guardians shall be required to transport participants from primary site to secondary sites.

SECTION 3: SEVERABILITY. If any portion of this ordinance is for any reason held invalid or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

SECTION 4: CONFLICT WITH OTHER ORDINANCES. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

SECTION 5: INCLUSION IN CODE OF ORDINANCES. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

SECTION 6: TRANSMITTAL AND EFFECTIVE DATE. This Ordinance shall be filed with the Department of State and shall be effective as provided in F.S. 125.66(2).

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the _____ day of _____, 2023.

Mayor Craig Cates _____

Mayor Pro Tem Holly Merrill Raschein _____

Commissioner Michelle Lincoln _____

Commissioner Jim Scholl _____

Commissioner David Rice _____

(SEAL)
Attest: KEVIN MADOK, Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By_____
As Deputy Clerk

By_____
Mayor/Chairperson

S2

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
November 8, 2023
Agenda Item Number: S2
2023-1738

BULK ITEM: No

DEPARTMENT: Engineering Services

TIME APPROXIMATE:
No

STAFF CONTACT: Judy Clarke

AGENDA ITEM WORDING: A Public Hearing to consider renaming Pimilico Lane in the Cross Key Waterway Estates Section 3 Subdivision in Key Largo to Pimlico Lane.

ITEM BACKGROUND:
Florida Statute 336.05 authorizes the Monroe County Board of County Commissioners to name streets and roads and Florida Statute 336.08 authorizes the Monroe County Board of County Commissioners to establish, locate, change or discontinue public county roads by resolution.

The residents of Pimilico Lane in the Cross Key Waterway Estates Section 3 Subdivision in Key Largo would like to change the name of the road to the more commonly accepted spelling of Pimlico Lane.

PREVIOUS RELEVANT BOCC ACTION:
BOCC approved advertising for the public hearing at the October 18, 2023 BOCC meeting.

CONTRACT/AGREEMENT CHANGES:
none

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

RESOLUTION Pimilico drive 11-8-2023.pdf
Pimilico Notice of Public Hearing.pdf

FINANCIAL IMPACT:
none

RESOLUTION NO. -2023

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE RENAMING OF PIMILICO LANE TO PIMLICO LANE IN THE SUBDIVISION OF CROSS KEY WATERWAY ESTATES SECTION 3 PLAT BOOK 6 PAGE 61 IN KEY LARGO AND DIRECTING STAFF TO ERECT SIGNAGE AND PROVIDE THIS RESOLUTION TO THE COUNTY'S GIS DATABASE TO REFLECT THE RENAMING OF THE ROAD TO PIMLICO LANE

WHEREAS, Florida Statute 336.05 authorizes the Monroe County Board of County Commissioners to name streets and roads; and

WHEREAS, Florida Statute 336.08 authorizes the Monroe County Board of County Commissioners to establish, locate, change or discontinue public county roads by resolution; and

WHEREAS, Pimilico Lane, located in the Cross Key Waterway Estates Section 3 Subdivision Plat Book 6 page 61 in Key Largo, is more commonly spelled Pimlico; and

WHEREAS, the residents of Pimilico Lane would like to change the name to reflect the commonly accepted spelling; and

WHEREAS, in order to effectuate the renaming, staff is requesting passage of this resolution to approve the renaming of the road, and to authorize for signage to be erected in the name of Pimlico Lane and to direct staff to provide this Resolution to the County's GIS database so the name of Pimlico Lane will be reflected in the GIS database, which is the resource used by the post office and emergency services;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA that the Monroe County Board of County Commissioners shall hereby:

1. Rename and recognize Pimlico Lane as the street name for which was previously platted as Pimilico Lane; and
2. Erect street signage in the name of Pimlico Lane; and
3. Direct Staff to provide this Resolution to the County's GIS database to allow for the name of Pimlico Lane to be reflected in the GIS database.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 8th day of November, 2023.

Mayor	_____
Mayor Pro Tem	_____
Commissioner	_____
Commissioner	_____
Commissioner	_____

KEYS CITIZEN
KeysNews.com
Many Islands One Voice
Key West Citizen - Florida Free Press - Paradise

Date: October 18, 2023

- LEGAL AD PROOF -

Thank you for advertising with us! This is the proof of your ad scheduled to run on the dates indicated below. If changes are needed, please contact **Melinda Prescott by emailing legals@keysnews.com or calling 941-206-1025**.

CUSTOMER INFORMATION

Account #:	419670
Company Name:	MONROE CO ENGINEERING ROADS & BRIDGES
Address:	123 OVERSEAS HWY EAST ROCKLAND KEY FL 33040
Telephone:	(305) 292-4437
Email:	Basham-Giovanna@monroecounty-FL.gov

AD INFORMATION

Ad ID:	3907472		
Run Dates:	10/21/23 to 10/26/23		
# of Inserts:	3	Account Rep:	Melinda Prescott - Legal
# of Lines:	74	Email:	legals@keysnews.com
Ad Class:	24		
Total Cost:	$177.67		
Ordered By:			
Description:	Pimilico Lane Hearing		

Publications	Start Date	End Date	# of Insertions
Key West Citizen	10/21/23	10/21/23	1
Florida Keys Free Press	10/26/23	10/26/23	1
KeysNews.com	10/21/23	10/21/23	1

Ad Proof

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF COUNTY RESOLUTION AUTHORIZING RENAMING OF COUNTY ROAD

NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN that on **November 8, 2023, at 9:00 A.M., or as soon thereafter as the matter may be heard, at the Harvey Government Center, 1200 Truman Avenue, Key West, FL 33040,** the Board of County Commissioners of Monroe County, Florida, intends to consider approval of the following Monroe County Resolution:

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE RENAMING OF PIMILICO LANE TO PIMLICO LANE IN THE SUBDIVISION OF CROSS KEY WATERWAY ESTATES SECTION 3 PLAT BOOK 6 PAGE 61 IN KEY LARGO AND DIRECTING STAFF TO ERECT SIGNAGE AND PROVIDE THIS RESOLUTION TO THE COUNTY'S GIS DATABASE TO REFLECT THE RENAMING OF THE ROAD TO PIMLICO LANE.

The proposed Resolution may be inspected by the public at the Monroe County website by viewing the agenda packet for the November 8, 2023 meeting, which will be posted beginning November 3, 2023 at: http://monroecountyfl.iqm2.com/citizens/default.aspx. The resolution may also be viewed at the Monroe County Attorney's Office, at 1111 12 th Street, Suite 408, Key West, FL 33040.

The public can participate in the November 8, 2023 meeting of the Board of County Commissioners of Monroe County, FL by attending **in person or via Zoom.** The Zoom link can be found in the agenda at: http://monroecountyfl.iqm2.com/citizens/default.aspx.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m.—5:30 p.m., prior to the scheduled meeting; if you are hearing or voice-impaired, call "711". Live Closed-Captioning is available at our web portal at: http://monroecountyfl.iqm2.com/citizens/default.aspx, for meetings of the Monroe County Board of County Commissioners.

Dated at Key West, Florida, this 18 th day of October, 2023.
(SEAL) KEVIN MADOK, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Monroe County, Florida
10/21/23 - KWC
419670 3907472